

**HINDUSTAN URVARAK & RASAYAN LIMITED**  
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



**SECTION – I**

**NOTICE INVITING TENDER**  
**(NIT)**

**NAME OF PACKAGE: ANNUAL RATE CONTRACT FOR ELECTRICAL MAINTENANCE  
JOBS AFTER COMMISSIONING AT HURL GORAKHPUR**

**NIT NO: HURL/GKP/C&M/21-22/C-157/ARC-ELECT DATED 17.03.2022**

- 1.0** HURL (Hindustan Urvarak & Rasayan Limited) invites online bids from eligible Bidders fulfilling the Qualifying Requirements / Pre-Qualification Criteria (PQC) under the Single Stage Two-part Bidding system for the aforesaid package.

**2.0 Brief Details**

Published Date	Refer CPP Portal
Bid Document Download / Sale Start Date	Refer CPP Portal
Bid submission Start Date	Refer CPP Portal
Last Date and Time for Bid submission	Refer CPP Portal
Technical Bid Opening Date & Time	Refer CPP Portal
Earnest Money Deposit (EMD) in INR	INR 5,00,000.00
Pre-Bid Conference Date & Time (if any)	Not Applicable
Last Query Date	Refer CPP Portal
Reverse Auction	Shall be intimated later

- 3.0** EMD/Bid Security shall be submitted in a sealed envelope separately offline/online by the stipulated bid submission closing date and time at the address given below. Any bid without an acceptable Bid Security (if applicable) shall be treated as non-responsive by the employer and shall not be opened.

Deputy General Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

- 4.0** MSE bidders are exempted from submission of EMD as per provisions in the Tender Documents.

MSE bidders seeking benefits of MSE as specified in the Tender Documents must submit Attested/Self-attested copies of Registration certificates (as mentioned in clause 4.0 of ITB) failing which no benefit of MSE shall be extended.

- 5.0** A complete set of Bidding Documents may be downloaded by any interested from the e-tendering Site (<https://eprocure.gov.in/eprocure/app>).

Bidder who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, shall not tamper/modify the tender document/form including downloaded price bid template in any manner. In case the same is found to be tampered/modified in any manner, bid will be completely rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of two years.

Intending Bidders are advised to visit CPPP website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Not more than one tender shall be submitted by one bidder/ bidder(s) having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationships with one another (i.e., when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

## 6.0 Qualifying Requirements / Pre-Qualification Criteria (PQC)

Following are the Qualifying Requirements / Pre-Qualification Criteria (PQC) for the subject package:

Sr. No	Criteria	Document Required
1	Bidder should be either Partnership firm/Sole Proprietor / Limited company.	<p>i) For Proprietorship firm - Name of the proprietor to be mentioned. Affidavit of proprietorship in original duly notarized (Latest)</p> <p>ii) For partnership firms –Affidavit in originals duly notarized, confirming the current status of the firm along with names of the partners or Copy of partnership deed duly notarized (latest) to be submitted</p> <p>iii) For limited companies, notarized copy of Memorandum and Articles of Association (this only need to be submitted physically-not to be uploaded) and list of directors.</p>
2	The party have a valid A class electrical work license.	Party shall submit A class electrical licence issued from the competent authority of UP valid up to 31.03.2022
3	<p><i>Bidder should have successfully executed electrical maintenance work after 31/03/2014 till 31/03/2021)</i></p> <p><i>Three similar completed work each costing not less than Rs. 98.43 Lacs.</i></p> <p><i>OR</i></p> <p><i>Two similar completed work each costing not less than Rs. 123.05 Lacs.</i></p> <p><i>OR</i></p> <p><i>One similar completed works of costing not less than Rs. 196.88 Lacs.</i></p> <p><b><u>Definition of “Similar Work”</u></b></p> <p><i>B) Similar Nature means: - Party must have experience of Manpower</i></p>	<p><b><u>Document to be submitted.</u></b></p> <p><b>A</b>-Copy of Work Order/PO/rate contract/ agreement with following details:</p> <p>i) Work order/PO/rate contract/ agreement with number, date, and value</p> <p>ii) Name of the client,</p> <p>iii) Period of contract</p> <p>iv) Scope of work mentioning electrical maintenance/repair work.</p> <p><b>B</b>-Execution certificate issued by Chartered Accountants /statutory auditors/client highlighting below-</p>

Sr. No	Criteria	Document Required
	<i>supply for maintenance contract of Fertilizer /refinery / Petro chemical/power generation plant electrical system with Government Sector/Public Sector Undertaking or big reputed corporate in private sector.</i>	a) Reference work order/PO/rate contract/agreement with number, date and value b) Name of the client, c) Period of Contract d) Executed value under the work order/PO/Rate contract/ agreement.
4	<p><i>The minimum Average Annual turnover of the bidder Should be at least <b>INR 196.88 Lacs (Rupee One Crore Ninety-Six Lakhs Eighty-Eight Thousand Only)</b> for Three preceding financial years i.e. 2018-19, 2019-20 &amp; 2020-21</i></p> <p><b>Note-</b></p> <p>(i) In case where audited results for the last financial year as on the date of techno-commercial bid opening are not available, the financial results certified by a practicing Chartered Accountant shall be considered acceptable. In case, Bidder is not able to submit the certificate from practicing Chartered Accountant certifying its financial parameters, the audited results for the three consecutive financial years preceding the last financial year shall be considered for evaluating the financial parameters, a Certificate would be required from the CEO/CFO as per the format enclosed in the bidding documents stating that financial results of the company are under audit as on the date of techno-commercial bid opening and the certificate from a practicing chartered accountant certifying the financial parameters is not available.</p>	<p>Bidder shall submit Audited Balance Sheet/ Profit &amp; Loss Account for the three preceding financial years i.e. 2018-19, 2019-20 &amp; 2020-21. <b>.(not assessment year)</b></p> <p><b>OR</b></p> <p>Certificate issued by Chartered Accountants or statutory auditors of the bidding entity certifying the Annual Turnover for the three preceding financial years i.e., 2018-19, 2019-20 &amp; 2020-21. <b>( not assessment year)</b></p>

- 7.0** Bids will be opened as per date/time as mentioned on the Date specified above or on the date specified on the e-tendering portal. The date of Price-Bid opening will be intimated later on the e-tendering portal.
- 8.0** HURL shall not be responsible for any postal /courier delay for submission of EMD and/or other original documents, if applicable.
- 9.0** HURL reserves the right to reject any or all bids or cancel/withdraw the NIT for the subject package without assigning any reason whatsoever and in such case, no bidder/intending bidder shall have any claim arising out of such action.

- 10.0** Bids shall be digitally signed and uploaded by someone legally authorized and competent on behalf of his firm/company i.e., Bidder and relevant documents w.r.t. the same to be uploaded along with the bid by the bidders. The Power of Attorney of such person needs to be furnished along with the bid.

**11.0 Address for Communication.**

Sh. P C Chaturvedi DGM (Contracts & Material) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 <b>Mobile No. 9450916413</b> <b>Email ID:</b> <b>pcchaturvedi@hurl.net.in</b>	Sh. Prashant Samanway Officer (Contracts & Material) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 <b>Mobile No. 9430676867</b> <b>Email ID:</b> <b>prasantsamanway@hurl.net.in</b>	Sh. Vijay Kunwar Kant Manager (Contracts & Material) Hindustan Urvarak & Rasayan Limited (A Joint Venture of CIL, NTPC, IOCL, FCIL & HFCL) Admin Building, HURL Campus, PO-HURL Fertilizer Plant Gorakhpur-273007 <b>Mobile No. 9999798169</b> <b>Email ID:kantvk@hurl.net.in</b>
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**HINDUSTAN URVARAK & RASAYAN LIMITED**  
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



**SECTION – II**

***INSTRUCTIONS TO BIDDERS***  
***(ITB)***

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1.0	Introduction	<p>Hindustan Urvarak &amp; Rasayan Limited (HURL) is a joint venture company of Coal India Limited (CIL), NTPC Limited (NTPC) and Indian Oil Corporation Limited (IOCL) as the lead promoters with Fertilizer Corporation of India Limited (FCIL) and Hindustan Fertilizer Corporation Limited (HFCL) as other two partners.</p> <p>HURL referred to herein as ‘the Employer’, intends to engage an agency for supply of Goods &amp; related Services or Services as per specifications, Scope of Work as detailed in the Bidding documents.</p>										
2.0	General Information	<p>The prospective Bidders are invited to submit a “Technical &amp; Commercial Bid” and “Price Bid” for the package. Methodology for submission of Bid has been detailed hereunder in this document.</p> <p>Applicability of Reverse Auction may be seen on the CPP website / NIT.</p>										
3.0	Content of Bidding Documents	<p>The items and/or services required, bidding procedures, order/contract terms and technical requirements are prescribed in the bidding documents/Bidding Documents.</p> <p>The bidding documents include the following sections:</p> <table><tr><td>Section-I</td><td>Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)</td></tr><tr><td>Section-II</td><td>Instruction to bidder (ITB)</td></tr><tr><td>Section-III</td><td>General Conditions of Contract (GCC)</td></tr><tr><td>Section-IV</td><td>Scope of work and Other terms &amp; condition</td></tr><tr><td>Section-V</td><td>Forms and Procedures</td></tr></table> <p>The Bidder is expected to examine all instructions, forms, terms, conditions, specifications and other information in the bidding documents. Failure to furnish all information required as per the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder’s risk and may result in rejection of its bid.</p>	Section-I	Notice Inviting Tender (NIT)/Tender Enquiry/Invitation for Bid (IFB)	Section-II	Instruction to bidder (ITB)	Section-III	General Conditions of Contract (GCC)	Section-IV	Scope of work and Other terms & condition	Section-V	Forms and Procedures
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Section-IV	Scope of work and Other terms & condition											
Section-V	Forms and Procedures											
4.0	Benefits To MSEs	<p>Micro and Small Enterprises (MSEs) shall be exempted from paying Earnest Money Deposit.</p> <p>Further, in case of tenders where splitting of quantity is possible, participating MSEs quoting price within price band of L1 + 15 percent shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprise and such Micro and Small Enterprise shall be allowed to supply up to 25 percent of total tendered value. In case of more than one such MSE, the supply will be shared proportionately (to tendered quantity).</p> <p><b>The benefit as above to MSEs shall be available only for Goods/Services produced &amp; provided by MSEs.</b></p> <p>MSEs seeking exemption and benefits should enclose/upload in e-tender portal an attested/self-certified copy of following registration certificate as a part of</p>										

		<p>his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.</p> <p>i) Ministry of MSME vide Gazette notification no. CG-DL-E-26062020-220191 dated 26.06.2020 had notified certain criteria for classifying the enterprises as Micro, Small and Medium Enterprises and specified, form and procedure for filing the memorandum (Udyam Registration) w.e.f. 01.07.2020 (for complete details of policy refer website of Ministry of MSME i.e. <a href="https://msme.gov.in/">https://msme.gov.in/</a>) Accordingly, Micro and Small Enterprises (MSEs) shall be required to submit Udyam Registration Certificate for availing benefit under Public Procurement Policy for MSEs- 2012</p> <p>ii) An enterprise registered prior to 30.06.2020 and who is not re-registered with Udyam Registration, shall continue to be valid for a period up to 31.12.2021. Such enterprise shall submit EM Part-II or Udyog Aadhaar Memorandum (UAM) for availing benefits of PPP-2012.</p>
<b>5.0</b>	<b>Cost Bidding of</b>	The Bidder shall bear all costs associated with the preparation and submission of its bid and the Employer will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
<b>6.0</b>	<b>Clarification on Bidding Documents</b>	<p>A prospective Bidder requiring any clarification of the Bidding Document shall put the query under Clarification tab of the on-line bid at least three days prior to the clarification end date. EMPLOYER will respond to any request for clarification or modification of the bidding documents that it receives within the time line specified.</p> <p>EMPLOYER will post the Clarifications under Clarification tab at e-tender i.e., CPP website. Bidders can view these clarifications.</p> <p>Bidders are advised to regularly check under Clarification tab regarding posting of clarification, if any.</p> <p>Bidders must check the Clarifications issued before submission of Bid. Should the Employer deem it necessary to amend the Bidding Document as a result of a clarification, it shall do so and upload the amendments in the tender on the e-tender portal.</p>
<b>7.0</b>	<b>Corrigendum/ Amendment to Bidding Documents</b>	<p>At any time prior to the deadline for submission of bids, EMPLOYER may, for any reason, whether at its own initiative, or in response to a clarification requested by a prospective Bidder, amend the bidding documents.</p> <p>The corrigendum's/amendment's will be posted in the tender on the e-tender portal for viewing by the Bidder. The amendments will be binding on Bidders and it will be assumed that the information contained therein will have been taken into account by the Bidder in its bid. Bidders are advised to regularly check the tender regarding posting of Amendments, if any.</p> <p>To give prospective Bidders reasonable time to take the corrigendum/amendment into account in preparing their bid, EMPLOYER may, at its discretion, extend the deadline for the submission of bids.</p>
<b>8.0</b>	<b>Language of Bid</b>	The Bid, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Employer, shall be written in English language. Supporting documents and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages in English. In such case for purposes of

		interpretation of the Bid such translation shall govern.
<b>9.0</b>	<b>Bid Proposal</b>	<p>Bid shall be complete in all respects and shall be submitted with requisite information and Attachments. It shall be free from any ambiguity.</p> <p>For preparation of Bids, Bidders are expected to go through the complete bidding documents carefully. Material deficiencies in providing the information requested may result in rejection of the Bid.</p>
<b>10.0</b>	<b>Documents Comprising the Bid</b>	<p>The Bid shall comprise of following components:</p> <p><b>Technical Bid:</b></p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ol style="list-style-type: none"> <li>Techno Commercial Proposal Bid Form</li> <li>Power of Attorney as per requirement mentioned in NIT.</li> <li>proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate for exemption.</li> <li>Certificates like Registration certificate, GST No, PAN No. etc.</li> <li>Format for Electronic Payment</li> <li>Tender Acceptance Letter &amp; Letter of authorization to submit bid.</li> <li>Documents as required in accordance with Eligibility Criteria</li> <li>No deviation Certificate.</li> <li>Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed with the Bidding Document certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.</li> <li>Acceptance of Fraud Prevention Policy of HURL,</li> <li>Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India”.</li> <li>Documents in compliance to Scope of Work and Technical Specifications</li> <li>Any other document asked for in the Bidding Documents.</li> </ol> <p><b>Price Bid:</b></p> <p>The Price bid is to be submitted in the BOQ provided in the Tender at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from</p>

		doing business with HURL for a period of 2 years.
<b>11.0</b>	<b>Bid Prices</b>	<p>Bidders shall quote such that the bid price covers all the Supplier's obligations mentioned in or to be reasonably inferred from the bidding documents including all requirements in accordance with the requirements of the Technical Specifications &amp; Scope of Work. Bidders are required to quote the price for the commercial, contractual and technical obligations outlined in the bidding documents.</p> <p>Bidders shall give a breakdown of the prices in the manner and detail called for in the Bill of Quantity (BOQ).</p>
<b>12.0</b>	<b>Price Basis</b>	Bidders are required to quote price on the price basis as per Scope of Work / stipulated in the SCC.
<b>13.0</b>	<b>Bid Currencies</b>	All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on <b>FIRM</b> price basis and to remain valid during the currency of the Contract.
<b>14.0</b>	<p><b>EARNEST MONEY DEPOSIT (EMD) / BID SECURITY / GUARANTEE:</b></p> <p>The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p><b><i>“ORIGINAL      EARNEST      MONEY      DEPOSIT      FOR      NIT      NO. .....DATED.....      FOR ..... (NAME OF PACKAGE) ..... DUE ON ..... (DATE OF BID OPENING) FROM ..... (NAME OF THE BIDDER).”</i></b></p> <p>The Earnest Money Deposit (EMD) shall, at Bidders option, be submitted in the following forms:</p> <p>electronically by RTGS / NEFT in the account of HURL details as given in subsequent paragraphs or in the form of Demand Draft in favour of <i>Hindustan Urvarak &amp; Rasayan Limited</i>, Payable at New Delhi. or in the form of an irrevocable bank guarantee.</p> <p>The format of Bid Guarantee (BG) towards EMD shall be in accordance with the form of EMD included in the bidding documents (Annexure 8 of Section V (Forms and Procedures)). The BG towards EMD shall remain valid for a period of forty-five (45) days beyond the original Bid validity period or beyond any extension in the period of Bid validity subsequently requested from any Scheduled / Commercial Bank recognised by Reserve Bank of India. The Bank Guarantee Verification Checklist duly filled in as per format given in the Bidding Documents is also to be submitted. Bidder shall ensure that all the points of check list are replied in "Yes".</p> <p>Wherever Bids under Joint Venture route are permitted as per Qualifying Requirement in the Bidding Documents, the Earnest Money Deposit of the Joint</p>	

	<p>Venture must be on behalf of all the partners of the Joint Venture.</p> <p>Any bid not accompanied by an acceptable Earnest Money Deposit in accordance with the aforesaid provisions shall be rejected by the Employer as being non-responsive and shall be rejected without being opened.</p> <p>The Earnest Money Deposit shall be forfeited in any of the following circumstances without any notice or proof of damage to the Employer:</p> <ol style="list-style-type: none"> <li>If the Bidder withdraws or varies its bid during the period of Bid validity.</li> <li>If the Bidder does not accept the Arithmetical correction of its Bid Price</li> <li>If the Bidder refuses to withdraw, without any cost to the Employer, any deviation, variation, additional condition or any other mention anywhere in the bid, contrary to the provisions of bidding documents;</li> </ol> <p>In the case of a successful Bidder, if the Bidder fails, within the time limit,</p> <p style="padding-left: 40px;">to sign the Contract Agreement to furnish the required Security Deposit</p> <p>If the bidder / his representatives commit any fraud while competing for this contract pursuant to Fraud Prevention Policy of HURL.</p> <p>if the Bidder withdraws/ amends, impairs and derogates from the tender.</p> <p>No interest will be payable by the Employer on the said amount covered under Earnest Money Deposit.</p> <p>EMD shall be refunded to all the unsuccessful Bidder within thirty days of acceptance of work order by the successful Bidders and no interest shall be payable thereon. EMD of the bidders whose price are not considered to be opened, shall be released/refunded at the earliest but not later than thirty days beyond the award of the subject work.</p> <p>EMD shall be refunded to successful bidder within (30) thirty days of acceptance of LOA and on submission of PBG by the successful Bidders and no interest shall be payable thereon.</p> <p>RTGS / NEFT details of HURL as under:</p> <p>Earnest Money Deposit is to be deposited <u><b>electronically by ECS/RTGS/NEFT/BANKERS CHEQUE</b></u> in the account of “<b>Hindustan Urvarak and Rasayan Limited, payable at Delhi</b>” at the below mentioned details. Bidders are required to submit the details of EMD payment at the time of Bid Preparation.</p> <p style="text-align: center;"><b>BANK Details for EMD Payment through ECS/NEFT/RTGS:</b></p> <p style="text-align: center;"><b>Bank Name/Branch – State Bank of India/Overseas Branch Delhi</b></p> <p style="text-align: center;"><b>IFS CODE: SBIN0004803, Account No: 36245010741.</b></p> <p><b>Bidders are required to upload Signed, Stamped and Scanned copy of the Certificate as</b></p>
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	<p><b>part of Technical Bid, failing to which their bids are liable for rejection.</b></p> <p>Price Bids shall be opened only of those bidder(s) whose EMD shall be found as per the requirement of the bidding documents.</p> <p><b>Exemption from submission of EMD:</b></p> <p>Micro and Small Enterprises (MSEs) bidders are exempted from submission of EMD as per provisions at clause 4.0 above.</p>																		
15.0	<p><b>Performance Security / Performance Bank Guarantee (PBG)</b></p> <p>Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Security / Guarantee, for the due performance of the Contract for the value as tabulated below with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer.</p> <table><tr><th>Sr. No</th><th>Contract Price (Excluding GST) (INR)</th><th>Performance Security / Performance Bank Guarantee (INR)</th></tr><tr><td>1</td><td>Up to 250 Lakh</td><td>5 Lakh</td></tr><tr><td>2</td><td>&gt; 250 Lakh &amp; &lt;= 500 Lakh</td><td>7.5 Lakh</td></tr><tr><td>3</td><td>&gt; 500 Lakh &amp; &lt;= 750 Lakh</td><td>10 Lakh</td></tr><tr><td>4</td><td>&gt; 750 Lakh &amp; &lt;= 1000 Lakh</td><td>12.5 Lakh</td></tr><tr><td>5</td><td>&gt; 1000 Lakh</td><td>15 Lakh</td></tr></table> <p>Performance Security / Performance Bank Guarantee (PBG) may be submitted in any of the following forms:</p> <p>a) electronically by RTGS / NEFT in the account of HURL details of which are given in bidding document or</p> <p>b) in the form of Demand Draft in favour of <i>Hindustan Urvarak &amp; Rasayan Limited</i>, Payable at New Delhi. or</p> <p>c) in the form of an irrevocable bank guarantee in accordance with the form of included in the bidding documents (Annexure 9 of Section V (Forms and Procedures)) from any Nationalized bank / Scheduled Bank recognised by Reserve Bank of India.</p> <p>Failure of the supplier to submit the above-mentioned Performance Security / Performance Bank Guarantee (PBG) shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work and Defect Liability period (if any) by EIC. However, the contractor will</p>	Sr. No	Contract Price (Excluding GST) (INR)	Performance Security / Performance Bank Guarantee (INR)	1	Up to 250 Lakh	5 Lakh	2	> 250 Lakh & <= 500 Lakh	7.5 Lakh	3	> 500 Lakh & <= 750 Lakh	10 Lakh	4	> 750 Lakh & <= 1000 Lakh	12.5 Lakh	5	> 1000 Lakh	15 Lakh
Sr. No	Contract Price (Excluding GST) (INR)	Performance Security / Performance Bank Guarantee (INR)																	
1	Up to 250 Lakh	5 Lakh																	
2	> 250 Lakh & <= 500 Lakh	7.5 Lakh																	
3	> 500 Lakh & <= 750 Lakh	10 Lakh																	
4	> 750 Lakh & <= 1000 Lakh	12.5 Lakh																	
5	> 1000 Lakh	15 Lakh																	

		have to apply in writing, for refund of the same.
<b>16.0</b>	<b>Confirmation of BGs through Structured Financial Messaging System (SFMS)/SWIFT</b>	<p>While issuing the physical BGs, the Bidder's Bank shall also send electronic message through secure SFMS (in case of BGs issued from within India) or SWIFT (in case of BGs issued from outside India) to Employer's Beneficiary Bank whose details are provided in the Special Purchase Conditions.</p> <p><b>Bidders are advised to ensure that the message is sent by their Bankers and the Bidders must submit the reference details as part of the bid with the EMD.</b></p> <p><u>Name of Beneficiary of Bank Guarantee:</u></p> <p>Name of the Bank: <b>State Bank of India</b></p> <p>Account Name-Hindustan Urvarak &amp; Rasayan Limited</p> <p><b>Account no-36245010741</b></p> <p><b>IFSC code- SBIN0004803.</b></p> <p>In case of submission of EMD in the form of Bank Guarantee, bidders are requested to provide the Details like Bank Name, Branch address, IFSC code and Branch E-mail Id of BG issuing Branch on EMD submission covering letter</p>
<b>17.0</b>	<b>Ineligibility For Future Tenders</b>	<p>Notwithstanding the provisions regarding forfeiture of Earnest Money Deposit specified above, if a bidder after having been issued the Purchase Order/Contract, either does not accept the Purchase Order/Contract or does not submit an acceptable Performance Security and which results in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of the particular package.</p> <p>If a bidder after opening of tenders where EMD is 'NIL/Not applicable' or exempted for bidders as per policy guidelines, withdraws its offer within the validity period of the offer, then such bidder shall be treated as ineligible for participation in the future tenders issued from HQ for a period of 6 months from the date of withdrawal of the bid.</p> <p>If a bidder after having been issued the Notification of Award/Purchase Order of a package where EMD is 'NIL/Not applicable' or exempted for bidder as per policy guidelines, either does not accept the Notification of Award/Purchase Order or does not submit an acceptable Performance Security pursuant to ITB Clause titled 'Performance Security', and which result in tender being annulled then such bidder shall be treated ineligible for participation in re-tendering of this particular package.</p>
<b>18.0</b>	<b>Period of Validity of Bids (Technical Bid and Price Bid)</b>	<p>Bids shall remain valid for a period of 180 days from the closing date prescribed by EMPLOYER for the receipt of bids, unless otherwise specified in Special Conditions of Contract (SCC). A bid valid for a shorter period shall be rejected by EMPLOYER as being non-responsive.</p> <p>In exceptional circumstances, EMPLOYER may solicit the Bidder's consent to an extension of the bid validity period. The request and responses thereto shall be made in writing by post or email or by telefax followed by post confirmation. If a Bidder accepts to extend the period of bid validity, the validity of Earnest Money Deposit shall also be suitably extended. A Bidder</p>

		may refuse the request without forfeiting its Earnest Money Deposit. A Bidder granting the request will not be required nor permitted to modify its bid.
<b>19.0</b>	<b>Nil Deviation</b>	<p><b>No deviation, whatsoever, is permitted by EMPLOYER to any provision of Bidding Documents.</b> The Bidders are advised that while making their Bids and quoting prices, all conditions are appropriately taken into consideration. Bidders shall certify their compliance to the complete Bidding Documents as per Certificate at Annexure 4 of Section V (Forms and Procedures).</p> <p>In case the Products and/or Services offered do not meet the Technical requirements, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may note that in case the Bidder refuses to withdraw additional conditions/deviations/variations/exception, implicit or explicit, found anywhere in the techno-commercial bid, the bid shall be rejected as Technically non-responsive.</p> <p>Bidders may also note that any deviation/variation in any form in the Price Bid shall result in forfeiture of EMD.</p>
<b>20.0</b>	<b>Format and Signing of Bid</b>	<p>The bid including all documents uploaded in the on-line bid shall be digitally certified by a duly authorised representative of the Bidder to bind him to the contract using Class II or Class-III digital signature (in the name of designated individual with Organisation name). The Digital Signature shall be as per Indian IT Act from the licensed Certifying Authorities (CA) operating under the Root Certifying Authority of India (RCAI) namely Controller of Certifying Authorities (CCA) of India.</p> <p>An authorisation letter/power of attorney indicating that the person signing the bid has the authority to sign the bid is to be submitted in Physical form and copy uploaded as part of the Techno-commercial Bid.</p>
<b>21.0</b>	<b>Submission of Bids</b>	Bid shall be submitted through e-tender mode in the manner specified elsewhere in bidding document. No Manual/ Hard Copy of the Bid shall be acceptable except those asked for in Physical form.
21.1	<b>PHYSICAL BID</b>	
	<b>EMD</b>	<p>The Bidder shall furnish, as part of his bid, a Earnest Money Deposit in the amount as stipulated in NIT/IFB/Tender Enquiry, in a separate envelope (in case paid in modes other than on-line payment) superscribed on the top as under:</p> <p><b><i>“ORIGINAL EARNEST MONEY DEPOSIT FOR NIT NO. ....DATED..... FOR ..... (NAME OF PACKAGE) ..... DUE ON ..... (DATE OF BID OPENING) FROM ..... (NAME OF THE BIDDER).”</i></b></p>
21.2	<b>ON-LINE</b>	<p>Bid along with all the documents should be submitted in the electronic form only through e-Tendering system.</p> <p>Any revision or amendment in bid shall be possible only up to the due date and time of submission of tender.</p>
21.2.1	<b>Techno-Commercial Bid</b>	



(A)	<b>COVER TYPE – FEE</b>	MSEs seeking exemption and benefits should enclose/upload in e-tender portal a attested/self-certified copy of registration certificate as a part of his bid, failing which they run the risk of their bid being passed over as ineligible for the benefits applicable to MSEs.
(B)	<b>COVER TYPE – TECHNICAL</b>	<p>The bidders shall upload documents in compliance to the Bidding Documents.</p> <p>The following documents are to be furnished by the Bidder as part of the Technical Bid:</p> <ul style="list-style-type: none"> <li>a) Techno Commercial Proposal Bid Form (Enclosed as Annexure-1 to Forms and Procedures i.e., Section V)</li> <li>b) Power of Attorney as per requirement mentioned in NIT.</li> <li>c) Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD)/ MSE Certificate.</li> <li>d) Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No. etc.</li> <li>e) Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section VI)</li> <li>f) Signed, Stamped and Scanned copy of Tender Acceptance Letter &amp; Letter of authorization to submit bid (Enclosed as Annexure-3 to Forms and Procedures i.e., Section V)</li> <li>g) Documents as required in accordance with Eligibility Criteria i.e., <u>Clause 6</u> of NIT</li> <li>h) Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section V)</li> <li>i) Signed, Stamped and Scanned copy of Certificate from CEO or Managing Director or Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.</li> <li>j) Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section V)</li> <li>k) Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India”. (Enclosed as</li> </ul>

		<p>Annexure-7 to Forms and Procedures i.e., Section V)</p> <p>l) Documents in compliance to Scope of Work and Technical Specifications</p> <p>m) Any other document asked for in the Bidding Documents.</p> <p><b>Note: -</b></p> <p>Bidders are requested to upload the clearly visible documents only otherwise if not clearly visible then offer shall be liable for rejection without any further communication. <b>The Techno-Commercial Bid should not contain any price content entry. In case, the Techno-Commercial Bid is found to contain any price content, such bid shall be liable for rejection.</b></p> <p>Checklist of documents to be submitted is enclosed as Annexure-1 to ITB.</p>
21.2.2	<b>Price Bid</b> (COVER TYPE FINANCE)	<p>The Price bid is to be submitted in the BOQ provided in the Tender at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p>Bidders are advised to fill the BOQ and upload the same on the portal. Bidder should not tamper/modify download price bid template. In case if the same is found to be tampered / modified in any manner, bid will be rejected and EMD would be forfeited and Bidder is liable to be banned from doing business with HURL for a period of 2 years.</p> <p><b>Bidders shall necessarily submit the prices on-line in the Bill of Quantity (BOQ) only.</b></p> <p>For preparation of the “Price Bid”, Bidders are expected to take into account the requirements and conditions of the bidding documents. The Price Bid shall be made in the ‘BOQ’ (excel file) only of Bidding Documents.</p> <p>The rate quoted by the bidder shall be inclusive of all provisions for incidental expenses necessary for proper execution and completion of the work in accordance with the terms &amp; condition of the bidding document.</p> <p>All prices to be quoted by the bidders will be in Indian Rupees only, unless otherwise mentioned in the Special Conditions of Contract, on FIRM price basis and to remain valid during the currency of the Contract.</p>
	<b>Documents to be uploaded in the format stipulated in the tender (online).</b>	
	<b>Note:</b>	In case of Single Stage Two envelope bidding, Price Bid of those bidders whose bids are found to be qualified and technically & commercially responsive shall be opened at a later date under intimation to such bidders.
<b>22.0</b>	<b>Deadline for Submission of Bids</b>	<p>Bids must be submitted online no later than the time and date stated in the Tender Enquiry/NIT/ on line Tender details.</p> <p>The Off-line bid specified in the tender must be submitted to the Employer at the address given in the Special Conditions of Contract <b>before</b> the last date &amp; Time for submission of Bid as specified in the NIT / Tender. Employer shall not be liable for loss/non-receipt/late receipt of above documents in postal transit.</p> <p>The on-line Bid must be submitted on the system well before the expiry of time and the schedule specified in the tender notifications, and may note that there is a time lag between the actual placing the bid on the local computer of</p>

		<p>the bidder and the refreshing of the data on the server.</p> <p>The processing time for data exchange depends on the internet speed of the bidder, therefore bidder should avoid the last minute hosting of their bid. The bids visible to the Employer will be final for the purpose of acceptance.</p> <p>EMPLOYER may, at its discretion, extend this deadline for submission of bids, in which case all rights and obligations of Employer and Bidders will thereafter be subject to the deadline as extended.</p>
<b>23.0</b>	<b>Modification and Withdrawal of Bids</b>	<p>The Bidder may modify or withdraw its bid after submission prior to the deadline prescribed for bid submission. In case of withdrawal a letter giving the reason for withdrawal is to be uploaded. Once a bid is withdrawn, the bid cannot be re-submitted.</p> <p>No bid may be withdrawn / modified in the interval between the bid submission deadline and the expiration of the bid validity period. Withdrawal/Modification of a bid during this interval may result in the Bidder's forfeiture of its Earnest Money Deposit, pursuant to ITB Clause 14 above.</p>
<b>24.0</b>	<b>Opening of Bids</b>	
	<b>Techno-Commercial Bid Opening</b>	<p>The Employer will first open the Techno-Commercial Bid on the date and at the place specified in the tender enquiry/NIT. In the event of the specified date for the opening of bids being declared a holiday for EMPLOYER, the bids will be opened at the appointed time on the next working day. All important information and other such details as EMPLOYER, at its discretion, may consider appropriate, will be announced at the opening.</p> <p>Technical Bid shall be opened for evaluation.</p> <p>In case of Single Stage Two Envelope bidding, the Price Bid will remain unopened and the date and time for opening of price bids shall be intimated separately on the CPP website by EMPLOYER after completion of evaluation of Techno-Commercial Bids.</p>
	<b>Price Bid Opening</b>	<p>In case of Single Stage Single Envelope bidding, the Price Bid will be opened on the date and time for opening of bids specified after opening of Techno-commercial bids as specified above.</p> <p>In case of Single Stage Two Envelope bidding, after the evaluation process of Techno-Commercial bid is completed, the date and time for opening of price bids shall be intimated separately by Employer. Bidders, whose Techno-Commercial Bid is not substantially responsive, their Technical Bid shall be rejected and their Price bid will also be rejected &amp; shall not be opened and their Earnest Money Deposit shall be returned.</p> <p>Price bids of those Bidders, who have been considered qualified and whose Techno-commercial Bid is found to be responsive, will be opened online in presence of the Bidder's authorised representatives who choose to attend.</p> <p><b>The participating bidders will be able to view the bid prices of all the bidders after online opening of Price Bids by Employer on the e-tender portal.</b></p>
<b>25.0</b>	<b>Clarification on Bids</b>	<p>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the</p>

		<p>Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifications submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
<b>26.0</b>	<b>Preliminary Examination Of Techno-Commercial Bids</b>	<p>EMPLOYER will examine the bids to determine whether they are complete, whether required securities have been furnished, whether the documents have been properly signed and whether the bids are generally in order.</p> <p>Prior to the detailed evaluation, the Employer will determine whether the bid is of acceptable quality, is generally complete and is substantially responsive to the bidding document. For purpose of this determination, a substantially responsive bid is one that conforms to all the terms, condition and specifications of the bidding documents without material deviations, objections, conditionality or reservations.</p> <p>A material deviation, objection, conditionality or reservation is</p> <ul style="list-style-type: none"> <li>(i) that effects in any substantial way the scope quality or performance of the contract.</li> <li>(ii) that limits in any substantial way inconsistent with the bidding document the Employers right or the successful bidders obligation under the contract or</li> <li>(iii) whose rectification would unfairly affect the competitive position of other bidders who are presenting substantially responsive bids.</li> </ul> <p>Material deficiencies in the bid may render the bid non-responsive and may lead to the rejection of the bid.</p> <p>EMPLOYER's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence. If a bid is not substantially responsive, it will be rejected by EMPLOYER, and may not subsequently be made responsive by the Bidder by correction of the nonconformity.</p>
<b>27.0</b>	<b>Evaluation Of Techno-Commercial Bids</b>	<p>EMPLOYER will carry out a detailed evaluation of the Techno-Commercial bids (of the qualified bidders shortlisted as above) previously determined to be substantially responsive in order to determine whether the technical and commercial aspects are in accordance with the requirements set forth in the bidding documents. In order to reach such a determination, EMPLOYER will examine and compare the technical and commercial aspects of the bids on the basis of the information supplied by the bidders. Bidder may note that no deviation, whatsoever, is permitted by EMPLOYER to any provisions of Bidding Documents.</p> <p>In case the Bidder refuses to withdraw additional</p>

		conditions/deviations/variations/exception, implicit or explicit, found anywhere in the bid in respect of techno-commercial requirements of the bidding documents, without any financial implication whatsoever to the Employer, the bid shall be rejected as technically non-responsive. Product(s) and/or service(s) not meeting the specified technical requirements & scope work, shall be rejected.
<b>28.0</b>	<b>Preliminary Examination Of Price Bid</b>	<p>The Employer will examine the Price bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.</p> <p>In case any additional conditions/deviations/variations/exception, implicit or explicit, is found anywhere in the Price bid, the Earnest Money Deposit shall be forfeited.</p>
<b>29.0</b>	<b>Discrepancies In Bid</b>	<p>In case of discrepancies in the bid, the following will be adopted to correct the discrepancies for Arithmetical for the purpose of evaluation.</p> <ol style="list-style-type: none"> <li>In case of discrepancy between unit price in figures and words, the unit price words will be considered as correct.</li> <li>In case of discrepancy between unit price and total price, the unit price will be considered as correct.</li> <li>In case of discrepancy between unit price and total price, which is obtained by multiplying the unit price and quantity, or between sub-totals and the total price, the unit or subtotal price shall prevail, and the total price shall be corrected accordingly.</li> </ol>
<b>30.0</b>	<b>Evaluation Criteria</b>	<p>The evaluation criteria specified in Special Conditions of Contract (SCC) shall over-ride all other similar related clauses appearing elsewhere in the bidding documents.</p> <p>The evaluation shall be based on the evaluated cost of fulfilling the contract in compliance with all commercial, contractual and technical obligations under this Bidding Document.</p>
<b>31.0</b>	<b>Evaluation Of Bids</b>	<ol style="list-style-type: none"> <li>The Employer shall evaluate each Bid that has been determined, up to this stage of the evaluation, to be substantially responsive.</li> <li>To evaluate a Bid, HURL shall only use all the criteria and methodologies defined in this document.</li> <li>To evaluate a Bid, HURL shall consider the following: <ul style="list-style-type: none"> <li>The bid price as quoted as per Bill of Quantity (BOQ)</li> <li>Price adjustment for correction of discrepancy.</li> <li>Price adjustment due to discounts offered;</li> <li>Price adjustment due to Price Preference, pursuant to ITB clause 4.0, if applicable</li> <li>Price adjustment due to Price Preference due to any other condition specified in Special Purchase Condition;</li> <li>Price adjustment due to application of the evaluation criteria.</li> </ul> </li> </ol>
<b>32.0</b>	<b>Contacting The Employer</b>	<p>Subject to ITB clause 25.0 above, no Bidder shall contact the Employer on any matter relating to its bid, from the time of the opening of Bids to the time the contract is awarded.</p> <p>Any effort by a Bidder to influence the Employer in the Employer's bid</p>

		evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
<b>33.0</b>	<b>Employer's Right to Accept Any Bid And To Reject Any Or All Bids</b>	The Employer reserves the right to accept or reject any Bid, and to annul the bidding process and reject all Bids at any time prior to Contract award, without thereby incurring any liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder(s) of the grounds for the Employer's action.
<b>34.0</b>	<b>Award Criteria</b>	<p>Subject to ITB Clause 33, the Employer will award the contract to the successful Bidder whose bid has been determined to be substantially responsive to the Bidding Documents and qualified to perform the contract satisfactorily, as per methodology specified in Special Conditions of Contract (SCC).</p> <p>The Bidder will be required to comply with all requirements of the Bidding Documents without any extra cost to the Employer, failing which his Earnest Money Deposit will be forfeited.</p>
<b>35.0</b>	<b>Construction of Contract</b>	<p>If required, HURL may place separate Orders for supplies and Services.</p> <p>The award of separate Purchase Orders shall not in any way dilute the responsibility of the Supplier for the successful completion of the Facilities as per Contract documents and a breach in one Purchase Order shall be construed as a breach of the other Purchase Order(s) which will confer a right on the Employer to terminate the other Contract(s) also at the risk and cost of the Supplier.</p> <p>The total value of all the orders shall be the Total Package value.</p>
<b>36.0</b>	<b>Notification of Award</b>	Prior to the expiration of the period of bid validity, the Employer will notify the successful Bidder in writing by email or letter or by telefax to be confirmed in writing by letter sent by Speed Post/Registered/courier, that its bid has been accepted. The notification of award (Purchase/Service Order) will constitute the formation of the contract and shall be effective from the date of award or the date as specified in Special Conditions of Contract (SCC).
<b>37.0</b>	<b>Corrupt or Fraudulent Practices</b>	<p>Employer requires that Bidders, Contractors and Suppliers observe the highest standard of ethics during the procurement and execution of the contracts. In pursuance of this policy, Employer:</p> <p>(a) defines, for the purposes of this provision, the terms set forth below as follows:</p> <p>(i) "corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and</p> <p>(ii) "fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Employer, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Employer of the benefits of free and open competition;</p> <p>(b) will reject a bid for award if it determines that the Bidder recommended</p>

		<p>for award has engaged in corrupt or fraudulent practices in competing for the contract in question;</p> <p>(c) will declare a firm ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for or in executing a contract of the Employer.</p>
<b>38.0</b>	<b>Fraud Prevention Policy</b>	<p>The Bidders/ Service Providers/ Vendors/ Consultants etc. shall strictly adhere to the Fraud Prevention Policy of HURL displayed on its website <a href="http://www.hurl.net.in">http://www.hurl.net.in</a> and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities and immediately apprise HURL of the fraud/suspected fraud as soon as it comes to their notice. A certificate to this effect shall be furnished by the bidder along with his bid, in relevant attachment as per format enclosed (Annexure 6 of Section VI (Forms and Procedures)) with the Bidding Document.</p> <p>If in terms of above policy, it is established that the bidder/his representatives have committed any fraud while competing for this contract then the Earnest Money Deposit shall be forfeited.</p>
<b>39.0</b>	<b>Indian Agents</b>	<p>In a tender, either the Indian Agent on behalf of the Principal/OEM or Principal/OEM itself can bid but both cannot bid simultaneously for the same item/product.</p> <p>If an agent submits bid on behalf of the Principal/OEM, the same agent shall not submit bid on behalf of another Principal/OEM in the same tender for the item/product.</p>
<b>40.0</b>	<b>Transfer of Bid Documents</b>	<p>a. Transfer of Bidding documents is not permissible.</p> <p>b. Documents purchased / downloaded by the intending bidders cannot be transferred.</p>
<b>41.0</b>	<b>Restrictions on procurement from a Bidder of a country which shares a land border with India</b>	<p>i. Any Bidder (including its Collaborator/Associate/DJU Partner/JV partner/Consortium Member/Assignee, wherever applicable) from a country which shares a land border with India will be eligible to bid in this tender only if bidder is registered with the Competent Authority.</p> <p>Such registration should be valid for the entire period of bid validity or any extension thereof. However, in case the validity period of registration is less than bid validity period, the Bidder shall be required to submit the extension of the validity period of registration before the opening of price bids, failing which the bid shall be rejected.</p> <p>Further the successful bidder shall not be allowed to sub-contract works to any “Sub-contractor” from a country which shares a land border with India unless such Sub-contractor is registered with the competent Authority as mentioned in SCC.</p> <p>However, the said requirement of registration will not apply to bidders/sub-contractors from those countries (even if sharing a land border with India) to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects. Bidders may apprise themselves of the updated lists of such countries available in the website of the Ministry of External Affairs.</p> <p>ii. “Bidder” (including the term 'tenderer', 'consultant' or 'service provider'</p>

		<p>in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency, branch or office controlled by such person, participating in a procurement process.</p> <p>iii. “Sub-contractor” (including the term ‘Sub-vendor’/Sub-supplier’ in certain contexts) means any person or firm or company, every artificial juridical person not falling in any of the descriptions of Sub-contractors stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.</p> <p>iv. “Bidders from a country which shares a land border with India” / “Sub-contractor from a country which shares a land border with India” mentioned in para above means;</p> <ol style="list-style-type: none"> <li>An entity incorporated, established or registered in such a country; or</li> <li>A subsidiary of an entity incorporated, established or registered in such a country; or</li> <li>An entity substantially controlled through entities incorporated, established or registered in such a country; or</li> <li>An entity whose beneficial owner is situated in such a country; or</li> <li>An Indian (or other) agent of such an entity; or</li> <li>A natural person who is a citizen of such a country; or</li> <li>A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.</li> </ol> <p>v. The beneficial owner for the purpose of clause “iv” above will be as under;</p> <ol style="list-style-type: none"> <li>In case of company of Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.</li> </ol> <p>Explanation-</p> <ol style="list-style-type: none"> <li>“Controlling ownership interest” means ownership of or entitlement to more than twenty-five per cent of shares or capital or profits of the company;</li> <li>“Control” shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholdings or management rights or shareholders agreements or voting agreements;</li> </ol> <ol style="list-style-type: none"> <li>In case of a partnership firms, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more judicial person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;</li> <li>In case of an unincorporated associations or body of individuals, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;</li> </ol>
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		<p>d) Where no natural person is identified under (a) or (b) or (c) above, the beneficial owner is the relevant natural person who holds the position of senior managing officials;</p> <p>e) In case of a trust, the identifications of beneficial owner(s) shall include identification of the author of trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.</p> <p>vi. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.</p> <p>vii. In regard to “Restrictions on procurement from a Bidder of a country which shares a land border with India” bidder has to submit Certificate as per Annexure 7 of Section VI (Forms and Procedures) of the bidding document.</p>
	Important Note	<p><b>The Special Conditions of Contract (SCC) will supersede any other related conditions anywhere else in the Bidding Documents and will prevail for evaluation / finalization of the tender.</b></p>

**Checklist of documents to be submitted:**

Sr. No	Item	Yes / No	Bid Ref.
1	Techno Commercial Proposal Bid Form. (Enclosed as Annexure-1 to Forms and Procedures i.e., Section V)		
2	Power of Attorney as per requirement mentioned in NIT.		
3	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.		
4	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, etc.		
5	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section V)		
6	Signed, Stamped and Scanned copy of Tender Acceptance Letter (Enclosed as Annexure-3 to Forms and Procedures i.e., Section V)		
7	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., <u>Clause 6</u> of NIT		
8	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section V)		
9	Signed, Stamped and Scanned copy of Certificate from CEO/MD/ Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section V) to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.		
10	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section V).		
11	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India” i.e. (Enclosed as Annexure-7 to Forms and Procedures i.e., Section V).		

12	Declaration regarding GST (Enclosed as Annexure-8 to Forms and Procedures i.e., Section V).		
13	Documents in compliance with Scope of Work and Technical Specifications		
14	Any Other Document asked for in the Bidding Document		
15	Filled BOQ		

**Note:** Failure to Upload Authentic and Correct Documents as mentioned at Sr. No, I to 13 above would lead to Rejection of Techno- Commercial Bid. Price Bids shall be opened only of those bidders who are qualified and whose techno-commercial bids are acceptable.

A	<b>Instructions for Online Bid Submission</b>	<p>The bidders are required to submit their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, preparing their bids in accordance with the requirements, and submit their bidsonline on the CPP Portal.</p> <p>More information useful for submitting online bids on the CPP Portal may be obtained at: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.</p> <p><b>1.0 REGISTRATION</b></p> <p><b>1.1</b> Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>) by clicking on the link “Online bidder Enrollment” on the CPP Portal which is free of charge.</p> <p><b>1.2</b> As part of the enrollment process, the bidders will be required to choose a unique username and assign a password for their accounts.</p> <p><b>1.3</b> Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.</p> <p><b>1.4</b> Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g., Sify / nCode / eMudhra etc.), with their profile.</p> <p><b>1.5</b> Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.</p> <p><b>1.6</b> Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.</p> <p><b>2.0 SEARCHING FOR BIDDING DOCUMENTS</b></p> <p><b>2.1</b> There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.</p> <p><b>2.2</b> Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the Bidding Document.</p> <p><b>2.3</b> The bidder should make a note of the unique Tender ID assigned to</p>
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		<p>each tender, in case they want to obtain any clarification/help from the Helpdesk.</p> <p><b>3.0 <u>PREPARATION OF BIDS</u></b></p> <p><b>3.1</b> Bidder should take into account any corrigendum published on the Bidding Document before submitting their bids.</p> <p><b>3.2</b> Please go through the Bidding Document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.</p> <p><b>3.3</b> Bidder, in advance, should get ready the documents to be submitted as indicated in the Bidding Document / schedule. Generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.</p> <p><b>4.0 <u>SUBMISSION OF BIDS:</u></b></p> <p><b>4.1</b> Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. HURL shall NOT be responsible for any delay.</p> <p><b>4.2</b> The bidder has to digitally sign and upload the required bid documents one by one as indicated in the Bidding Document.</p> <p><b>4.3</b> Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.</p> <p><b>4.4</b> Bidder should prepare the EMD as per the instructions specified in the Bidding Document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the Bidding Documents.</p> <p><b>4.5</b> Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the Bidding Document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BOQ file, open it and complete the blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.</p> <p><b>4.6</b> The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.</p> <p><b>4.7</b> All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of</p>
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		<p>the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.</p> <p><b>4.8</b> Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system-generated symmetric key. Further, this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p><b>4.9</b> The uploaded Bidding Documents become readable only after the tender opening by the authorized bid openers.</p> <p>Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), the portal will give a successful bid submission message &amp; a bid summary will be displayed with the bid no. and the date &amp; time of submission of the bid withall other relevant details.</p> <p><b>4.10</b>The bid summary has to be printed and kept as an acknowledgment of the submission of the bid. This acknowledgment may be used as an entry pass for any bid opening meetings.</p> <p><b>4.11</b>The Bidder is allowed to re-submit the Bid and related Bid documents before the last dateof Bid submission and time. The Bid can be re-submitted as many times as required by the Bidder, within the indicated timelines. The last version of the Bid submitted by the Bidder before the Bid submission date and time will be considered for Bid evaluation.</p> <p><b>4.12</b>The Bidder is permitted to withdraw his Bid before the last date of Bid submission and time through the CPP Portal. The bidder should provide the supporting reasons for bid withdrawal and attach the supporting letter to the Purchaser.</p> <p><b>4.13</b>During bid evaluation, EMPLOYER may, at its discretion, ask the Bidder for a clarification of its bid including documentary evidence pertaining to the Purchase Orders/Contracts executed declared in the bid for the purpose of meeting Qualifying Requirement specified in NIT/IFB. The request for clarification and the response shall be in writing, and no change in the price or substance of the bid including substitution of Purchase Orders/Contracts executed in the bid by new/additional Purchase Orders/Contracts executed for conforming to Qualifying Requirement shall be sought, offered or permitted.</p> <p>For this purpose, only 1 chance, shall be given. If the techno-commercial acceptability of bidder is established upon verification of documents including clarifiactions submitted, the case shall be considered for further processing. If the bidder happens to be defaulter upon verification of the documents or has not uploaded the required document within the mentioned time frame his bid would be analyzed based on the uploaded documents and if found not in order as per requirement, would be outrightly rejected.</p>
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B.	<b>Reverse Auction</b>	<p>Procedure in the submission of bids by the bidders during Reverse/Forward auction online.</p> <ul style="list-style-type: none"> <li>➤ Bidders shall log in using their login ID &amp; Password and then using DSC.</li> <li>➤ Click on My Auctions button given in left side of the page, to view Action details for which Techno-Commercially qualified.</li> <li>➤ For participating in Live Auction, <ul style="list-style-type: none"> <li>a) Click on Live Auction Button.</li> <li>b) Click on View button to participate in the interested Auction.</li> <li>c) There is List of qualified Lots in which Bidder can participate against selected Auction.</li> <li>d) Click on Hammer Icon to participate in the respective lot.</li> <li>e) On clicking Hammer Icon, system will show Start price, Decremental (or incremental) price and Current price against lot. The current Price is appearing as Blank in case no bidder has offered the price.</li> <li>f) Enter your Price in 'My Auction Price' in multiples of decremental (incremental) value up to above (below) Max Seal % value, and then sign it digitally by clicking on Sign Icon and Click on submit button.</li> <li>g) System will show your Latest Value / Price Quoted and the system will also show Least Amount/ Rate which any Bidder would have quoted.</li> </ul> </li> </ul> <p><b>1.</b> Tender Cum Auction is a combination of Tender Followed by Reverse Auction. It is also called as eRA.</p> <p>Subsequently, Reverse Auction will be conducted amongst techno-commercially qualified/approved bidders after the Opening of Financial/Price Bids online.</p> <p>The Reverse Auction will be normally initiated after the Opening of Price Bids. There will be no participation fees for the Auction. Only such bidders - who have been found techno-commercially qualified as per requirements of the tender will be permitted to participate in the Reverse Auction.</p> <p>After the opening of the price (financial) bids, System displays L1 price based on either over all basis or item wise/lot basis automatically. Using this system provided price, which would be auction start price procuring entity will create Reverse Auction and publish the same.</p> <p>The Techno-commercially qualified bidders will receive Auction information through SMS &amp; email. The participating bidders get an opportunity to revise their prices (reduce in case of Reverse Auction). It allows bidders multiple opportunities to offer a price.</p> <p><b>2.</b> The lowest value quoted by the bidder will become the auction start price for auction and the participant bidders have to quote below the auction price.</p>
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		<p>by the system once the process of reverse auction is completed.</p> <p><b>13.</b> If a bidder does not submit his bid in the Reverse Auction, the price quoted by him in the price bid shall be considered as the final price of that bidder.</p> <p><b>14.</b> Since, reverse auction is a sequel to e-tender, the process of finalizing the tender upon completion of reverse auction will be same as the tender process without reverse auction.</p> <p><b>15.</b> The bid history shall reflect only the bid value inclusive of taxes. The value will not be same for two bidders even if any bidder makes such an attempt in the bidding.</p> <p><b>16.</b> Only the chronologically last price bid submitted by the bidder till the end of the auction shall be considered as the valid price bid of that bidder. Any bid submitted prior to submission of his last bid will not be considered as the valid price bid.</p> <p><b>17.</b> Server time shall be the basis of Start time &amp; Closing time for bidding and shall be binding for all. This would be visible to all concerned.</p> <p><b>18.</b> All electronic bids submitted during the reverse auction process shall be legally binding on the bidder. The chronologically last bid submitted by the bidder till the end of the auction will be considered as the valid price bid offered by that bidder against that site and acceptance of the same by HURL will form a binding contract between HURL and the bidder for entering into a contract.</p> <p><b>19.</b> If the lowest price received during reverse auction is unreasonable or it is unacceptable on ground of being too high compared with estimated price, the HURL management reserves right to seek justification of the price from lowest bidder. If the price is not considered reasonable, HURL may not accept such bid and may go for another tender process.</p> <p><b>20.</b> In case of disruption of service at the service provider's end while the RAP is online, due to any technical snag or otherwise attributable to the system failure at the server end, the RAP process will start all over again. In such a situation, the last recorded lowest price of prematurely ended RAP, will be the 'Start Bid' price for the restarted RAP. The prices quoted in the prematurely ended RAP will be binding on all the bidders for consideration if the restarted RAP does not trigger within the stipulated time.</p> <p><b>21.</b> However, if Reverse Auction does not lead to any bid, HURL shall reserve the right towards the job based on the lowest prices quoted in online commercial bid.</p> <p><b>22.</b> The successful bidder needs to submit the revised BOQ in line with price quoted by him in reverse auction. The ratio of percentage decrease in cost of each item of BOQ component shall be same as the overall percentage reduction in the bid value originally quoted by successful bidder and final L1 value quoted by successful bidder.</p>
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		<p><b>Bidders must apprise themselves of the applicable guidelines for submission of and uploading of bids etc. on CPP website.</b></p>

**HINDUSTAN URVARAK & RASAYAN LIMITED**  
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



**SECTION – III**

***GENERAL CONDITIONS OF CONTRACTS***  
***(GCC)***

1	<b>Definitions &amp; Terminology</b>	Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:
		<b>“Employer” / “Owner”</b> means the Hindustan Urvarak & Rasayan Limited (HURL), having its registered office Core-4, 9th Floor, Scope Minar, Laxmi Nagar District Centre, Delhi-110092 and shall include their legal representatives, successors, and permitted assigns.
		<b>“Contract”</b> means the Contract Agreement entered into between the Owner and the Contractor, together with the Contract Documents referred to therein; they shall constitute the Contract, and the term “the Contract” shall in all such documents be construed accordingly.
		<b>“Contract Documents”</b> mean the following documents that constitute the Contract between the Employer and the Contractor: <ul style="list-style-type: none"> <li>(i) The Contract Agreement along with its appendices</li> <li>(ii) Letter of Award/Service Purchase Order along with its appendices including agreed variations annexed.</li> <li>(iii) Amendment to Tender/Bidding Documents</li> <li>(iv) Special Conditions of Contract</li> <li>(v) Technical Specifications</li> <li>(vi) General Conditions of Contract</li> <li>(vii) The Bid and Bill of Quantities submitted by the Contractor</li> <li>(viii) Instructions to Bidders</li> </ul>
		<b>“GCC”</b> means the General Conditions of Contract hereof. <b>“SCC”</b> means the Special Conditions of Contract. <b>“Day”</b> means the calendar day of the Gregorian Calendar. <b>“Week”</b> means a continuous period of seven (7) calendar days. <b>“Month”</b> means the calendar month of the Gregorian Calendar.
		<b>“Completion”</b> means the fulfilment of the Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
		<b>“Contractor”</b> shall mean the successful Sole Bidder or Consortium whose bid has been accepted by the OWNER and who has been selected by the OWNER for the award of Works and shall include his heirs, legal representatives, successors and permitted assigns.
		<b>“Contract Price”</b> means the price to be paid for the performance of the

		Services, exclusive of GST.
		<b>Effective Date</b> means the date on which this Contract comes into force pursuant to GCC Clause 15.
		<b>Foreign Currency</b> means any currency other than the currency of the Owner's country.
		<b>"Local Currency"</b> means the currency of the Government of India.
		<b>"Government"</b> means the Government of the Owner's country i.e. INDIA.
		<b>Party</b> means the Owner or the Contractor, as the case may be, and <b>"Parties"</b> means both of them. Third party means any party other than Owner and Contractor.
		<b>Personnel</b> means professionals and support staff provided by the Contractor or by any Sub-Contractor and assigned to perform the Services or any part thereof;
		<b>"Funds"</b> means any funds allocated to the Owner under Company budget, or loan, grants and credits placed at the disposal of the Owner.
		<b>Services</b> means the work to be performed by the Contractor pursuant to this Contract
		<b>Sub-Contractor</b> means any person or entity to whom/which part of the Services is sub-consulted.
		<b>"Engineer"</b> or <b>"Engineer-in-Charge"</b> or <b>"E.I.C."</b> shall mean the officer appointed in writing by the Owner to act as <b>"Coordinator"</b> from time to time on behalf of Owner in all matters pertaining to this Contract. <b>"Engineer-in-Charge"</b> shall be authorized by the Client for supervision, inspection, scrutiny, and approval of some or all of the services rendered by the Contractor under the Contract.
		<b>"Bill of Quantity"</b> shall mean the priced and completed Bill of Quantity (BOQ) forming the part of the bid or such Bill of Quantity (BOQ) forming the part of the Contract, as the case may be, with amendments, if any, thereto.

Throughout these Bidding Documents, the term "Bid" and "Tender" and their derivatives (Bidder/ Tenderer, Bidding / Tendering, Bidding Document/Tender Document, etc.); Bill of Quantity / Schedule of Quantity / Schedule of Quantities/ Bill of Quantities; Owner / Employer / HURL; Bid Security / Earnest Money Deposit; Security Deposit / Performance Security/ Performance Guarantee; Engineer-in-Charge / Engineer, appearing anywhere in the Bidding Documents shall have the

		same meaning and are synonymous to each other.
2	<b>Order of the precedence of the Documents</b>	<p>Subject to order of precedence listed below, all documents forming part of the Contract (and all parts thereof) are intended to be correlative, complementary and mutually explanatory. The Contract shall be read as a whole.</p> <p>The order of precedence of documents shall be as under:</p> <ul style="list-style-type: none"> <li>a) Contract Agreement and the Appendices</li> <li>b) Purchase Order/Service Order along with its annexures.</li> <li>c) Amendment to Bidding Documents</li> <li>d) Special Conditions of Contract</li> <li>e) Technical Specifications including Scope of Work</li> <li>f) General Purchase Conditions</li> <li>g) The Bid and BOQ submitted by the Supplier</li> <li>h) Instructions to bidders</li> </ul> <p>An amendment issued after the issue of the Contract shall take precedent over the formal Contract and all other contract documents.</p> <p>In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Documents are listed above.</p> <p>Any error in description, quantity or rate in Bill of Quantity (BOQ) or any omission therefrom shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the Works comprised therein according to drawings and specifications or from any of his obligations under the Contract.</p>
3	<b>Singular and Plural</b>	The singular shall include the plural and the plural the singular, except where the context otherwise requires.
4	<b>Headings</b>	<p>The headings and marginal notes in the General Conditions of Contract are included for ease of reference and shall neither constitute a part of the Contract nor affect its interpretation.</p> <p>Heading and marginal notes to these General Conditions of Contract shall not be deemed to form a part thereof or be taken into consideration in the interpretation or construction thereof or of the Contract.</p>
5	<b>Communications and Notices</b>	<p>Communications between Parties (notice, request or consent required or permitted to be given or made by one party to the other) pursuant to the Contract shall be in writing to the Authorized Representatives named in the Contract.</p> <p>A notice shall be effective when delivered or on the notice's effective</p>

		<p>date, whichever is later.</p> <p>A Party may change its address for notice hereunder by giving the other Party notice of such change to the address.</p>
6	<b>Governing Laws</b>	<p>The Contract shall be governed by and interpreted in accordance with laws in force in India.</p> <p>The Courts of Delhi shall have exclusive jurisdiction in all matters arising under the Contract, unless otherwise stated in the SCC.</p>
7	<b>Governing Language</b>	<p>The Contract shall be written in English. All correspondences and documents relating to the Contract shall be written in English. Supporting documents and printed literature that are part of the Contract may be in another language, as long as such literature is accompanied by a translation of its pertinent passages in English language in which case, for purposes of interpretation, the translation shall govern.</p> <p>The English Translation of the documents shall be carried out by professional translators and the translator shall certify that he is proficient in both languages in order to translate the document and that the translation is complete and accurate. Further, translation shall be authenticated by the Indian Consulate located in the Country where the documents have been issued or the Embassy of that Country in India.</p> <p>The Contractor shall bear all costs of translation to the governing language and all risks of the accuracy of such translation.</p>
8	<b>Assignment</b>	<p>Neither the Owner nor the Contractor shall assign, in whole or in part, their obligations under this Contract; except with prior written approval of the Owner.</p>
9	<b>Authorized Representatives</b>	<p><b>Engineer-in-Charge</b></p> <p>If the Engineer-in-Charge is not named in the Contract, then within fourteen (14) days of the Effective Date, the Owner shall appoint and notify the Contractor in writing of the name of the Engineer-in-Charge. The Owner may from time to time appoint some other person as the Engineer-in-Charge in place of the person previously so appointed and shall give notice of the name of such other person to the Contractor without delay. The Owner shall take reasonable care to see that no such appointment is made at such a time or in such a manner as to impede the progress of work. The Engineer-in-Charge shall represent and act for the Owner at all times during the currency of the Contract. All notices, instructions, orders, certificates, approvals and all other communications under the Contract shall be given by the Engineer-in-Charge, except as herein otherwise provided. All notices, instructions, information and other communications given by the Contractor to the Owner under the Contract shall be given to the Engineer-in-Charge,</p>

		except as herein otherwise provided.
10	<b>Contractor's Authorised Representative</b>	<p><b>Contractor's Representative</b></p> <p>If the Contractor's Representative is not named in the Contract, then within fourteen (14) days of the Effective Date, the Contractor shall appoint the Contractor's Representative and shall request the Owner in writing to approve the person so appointed. If the Owner makes no objection to the appointment within fourteen (14) days, the Contractor's Representative shall be deemed to have been approved. If the Owner objects to the appointment within fourteen (14) days giving the reason therefore, then the Contractor shall appoint a replacement within fourteen (14) days of such objection, and the foregoing provisions of this GCC Clause shall apply thereto.</p> <p>The Contractor's Representative shall represent and act for the Contractor at all times during the currency of the Contract and shall give to the Engineer-in-Charge all the Contractor's notices, instructions, information, and all other communications under the Contract.</p> <p>All notices, instructions, information, and all other communications given by the Owner or the Engineer-in-Charge to the Contractor under the Contract shall be given to the Contractor's Representative or, in its absence, its deputy, except as herein otherwise provided.</p> <p>The Contractor shall not revoke the appointment of the Contractor's Representative without the Owner's prior written consent, which shall not be unreasonably withheld. If the Owner consents thereto, the Contractor shall appoint some other person as the Contractor's Representative, pursuant to the procedure set out in the above GCC Clause.</p> <p>The Contractor's Representative may, subject to the approval of the Owner (which shall not be unreasonably withheld), at any time delegate to any person any of the powers, functions, and authorities vested in him or her. Any such delegation may be revoked at any time. Any such delegation or revocation shall be subject to a prior notice signed by the Contractor's Representative and shall specify the powers, functions, and authorities thereby delegated or revoked. No such delegation or revocation shall take effect unless and until a copy thereof has been delivered to the Owner and the Engineer-in-Charge.</p> <p>Any act or exercise by any person of powers, functions and authorities so delegated to him or her in accordance with the above GCC Clause shall be deemed to be an act or exercise by the Contractor's Representative.</p>
11	<b>Relation between the Parties</b>	Nothing contained herein shall be construed as establishing a relation of master and servant or of principal and agent as between the Owner and the Contractor. The Contractor, subject to this Contract, has



		complete charge of Personnel and Sub-Contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.
12	<b>Location</b>	The Services shall be performed at such locations as are specified in the Contract and, where the location of a Special task is not so specified, at such locations as the Owner may approve.
13	<b>Taxes &amp; Duties</b>	<p>Contractor, shall bear all tax liabilities, duties, Govt. levies etc. on account of payments made under this Contract. It shall be the responsibility of the Contractor to submit to the concerned Indian authorities the returns and all other concerned documents required for this purpose and to comply in all respects with the requirements of the laws in this regard, in time.</p> <p>It shall be incumbent upon the Contractor to obtain a registration certificate as a dealer under GST Law, and other law(s) relating to levy of tax, duty, cess etc. and necessary evidence to this effect shall be furnished by the Contractor to the Owner.</p> <p>The Contract Price (of both domestic and foreign Contractor) shall also be exclusive of GST applicable on services as per the rates prevailing as on seven (7) days prior to the date of Techno-Commercial bid opening. In case the Contractor is from outside India, who does not have any fixed establishment or permanent address in India, the GST shall be paid to the concerned Tax Authorities in India by the Owner and the same shall be recovered/ deducted from the Contractor.</p> <p>In case of any variation in the rate of GST during the period of Contract, an equitable amount shall be paid/ recovered from the Contractor to fully take into account any such change.</p> <p>If a new tax, duty or levy is imposed or any rates of tax are increased or decreased under statute or law in India after the date seven (7) days prior to the date of Techno-Commercial bid opening and the Contractor becomes liable thereunder to pay and actually pays the said new tax, duty or levy for bonafide use on the work contracted, the same shall be reimbursed/recovered to the Contractor.</p> <p>As regards Income Tax, Surcharge on Income Tax and other Corporate Taxes, including Cess wherever applicable, the Contractor shall be responsible for such payments to the concerned authorities.</p> <p>The Owner shall be entitled to make necessary tax deductions at source as per the prevalent laws. The Contractor shall be required to submit the PAN details before the submission of the first bill/invoice under the Contract.</p> <p>In case the Contractor is from outside India, it shall be required to either furnish (i) the certificate from Indian Tax Authority or (ii) Ruling from "the Authority for Advance Ruling (AAR)" determining the</p>

		<p>applicable rate of Income Tax in India before release of first payment.</p> <p>The Contractor shall himself be informed of all the applicable laws, notifications, rules, circulars and other communications of the State or Central or other authorities with regard to levy of any tax, duty, cess, levy or fee etc, which in any manner may impinge upon him in performance of any obligations/responsibilities under or arising out of the Contract.</p> <p>Further in case of foreign Contractor, certain benefits of Income Tax may be available to him in his country under Double Taxation Avoidance Agreement (DTAA). While quoting for the assignment, the foreign Contractors are required to consider such benefits in their proposal.</p>
14	<b>Effectiveness of Contract</b>	The Contract shall come into force and effect on the date, called the “Effective Date”, of the Owner’s notice to the Contractor instructing the Contractor to commence carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, as specified in the SCC have been met or as mentioned elsewhere in the tender document.
15	<b>Effective Date</b>	The date the Contract comes into effect shall be as specified in the SCC.
16	<b>Commencement of Services</b>	The Contractor shall commence carrying out the Services not later than the number of days after the Effective Date as specified in the SCC.
17	<b>Modifications or Changes or Amendment</b>	No Modifications or changes or amendment or other variation of the Contract (Purchase Order / Service Purchase) shall be effective unless it is in writing, is dated, expressly refers to the Purchase Order / Service Order, and is signed by a duly authorized representative of Employer and accepted by the Contractor.
18	<b>Contract Price</b>	The Contract price, other than GST, shall remain FIRM throughout the contract period and will NOT be subject to adjustment for price escalation during the performance of the Contract until unless specified otherwise in the SCC.
19	<b>Severability</b>	If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.
20	<b>Standard of Performance</b>	The Contractor shall perform the Services and carry out its obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices, and shall observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods. The Contractor shall always act, in respect of any matter relating to this Contract or to the Services, as faithful advisers to the

		Owner, and shall at all times support and safeguard the Owner's legitimate interests in any dealings with Sub Contractors or Third Parties.
21	<b>Conflict of Interests</b>	The Contractor shall hold the Owner's interest's paramount, without any consideration for future work, and strictly avoid conflict with other assignments or their own corporate interests.
22	<b>Confidentiality</b>	The Owner and the Contractor shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following termination of the Contract. Notwithstanding the above, the Contractor may furnish to its Subcontractor(s) such documents, data, and other information it receives from the Owner to the extent required for the Subcontractor(s) to perform its work under the Contract, in which event the Contractor shall obtain from such Subcontractor(s) an undertaking of confidentiality similar to that imposed on the Contractor under this clause of GCC.
23	<b>Limitation of Liability</b>	<p>HURL shall in no way be responsible for any liabilities arising out of the Contractor's Contractual obligations with the Contractor's personnel, experts, engineers, sub-Contractors, licensors, collaborators, vendors, or subsidiaries. Similarly, the Contractor shall in no way be responsible for any liabilities arising out of HURL's personnel, sub-Contractors, licensors, collaborators, vendors or subsidiaries.</p> <p>The Contractor and HURL both agree that each shall assume the full risk of damages or injury to its own properties, employees, and representatives caused by any act or omission to act by their respective employees or representatives, during the performance of this Contract.</p> <p>Except in cases of criminal negligence or willful misconduct,</p> <p>(a) Neither Party shall be liable to the other Party, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, which may be suffered by the other Party in connection with the Contract, provided that this exclusion shall not apply to any obligation of the Contractor to pay liquidated damages to the Employer and</p> <p>(b) The aggregate liability of the either party to the other party, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to any obligation of the Contractor to indemnify the Employer with respect to patent infringement.</p> <p>Notwithstanding anything contained hereinabove, the aggregate liability of the Employer to the Contractor shall not exceed the</p>

		Total Contract Price, less payments already released to the Contractor, if any.
24	<b>Liability of the Contractor</b>	<p>The Contractor, shall be, liable to and required to indemnify, the Owner as stated under for due performance of the Contract.</p> <p>The Contractor shall indemnify the Owner from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgment, suits, proceedings, demands, costs, expenses and disbursements of whatsoever nature that may be imposed on, incurred by or asserted against the Owner during or in connection with the Services by reason of:</p> <ul style="list-style-type: none"> <li>(a) infringement or alleged infringement by the Contractor of any patent or other protected right; or</li> <li>(b) plagiarism or alleged plagiarism by the Contractor.</li> </ul> <p>The Contractor shall ensure that all goods and services (including without limitation all computer hardware, software and systems) procured by the Contractor out of funds provided or reimbursed by the Owner or used by the Contractor in the carrying out of the Services do not violate or infringe any industrial property or intellectual property right or claim of any third party.</p>
25	<b>Insurance to be taken out by the Contractor</b>	<p>The Contractor</p> <ul style="list-style-type: none"> <li>(a) shall take out and maintain, and shall cause any Sub-Contractors to take out and maintain, at their (or the Sub-Contractors', as the case may be) own cost, but on terms and conditions approved by the Owner, during the performance of the Contract, the insurance against the risks, and for the coverage as specified in the SCC; and</li> <li>(b) at the Owner's request, shall provide evidence to the Owner showing that such insurance has been taken out and maintained and that the current premiums therefore have been paid.</li> </ul>
26	<b>Contractor's Actions Requiring Owner's Prior Approval</b>	<p>The Contractor shall obtain the Owner's prior approval in writing before taking any of the following actions:</p> <ul style="list-style-type: none"> <li>(a) any subcontract relating to the Services to an extent and, with such specialists and entities as may be approved as</li> <li>(b) any other action that may be specified in the SCC.</li> </ul> <p>Notwithstanding any approval as above, the Contractor shall remain fully liable for the performance of Services by the Sub-Contractor and its Personnel and retain full responsibility for the Services.</p>
27	<b>Assistance and Exemptions</b>	<p>The Owner shall use its best efforts to ensure the following:</p> <ul style="list-style-type: none"> <li>(a) To ensure the accuracy of all information and/or data to be supplied by the Owner to the Contractor necessary for performance of the</li> </ul>

		<p>Contract, except when otherwise expressly stated in the Contract.</p> <p>(b) The issue to officials, agents, and representatives of the Owner all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services;</p> <p>(c) provide to the Contractor, Sub-Contractors and Personnel any such other assistance as may be specified in the SCC.</p>
28	<b>Payment Terms</b>	<p><b>General</b></p> <p>In consideration of the Services performed by the Contractor under this Contract, the Owner shall make to the Contractor such payments and in such manner as stated below:</p> <p>Payments will be made in the currency or currencies in which the Contract Price has been stated in the Contractor's bid i.e., INR.</p> <p>No payment made by the Owner herein shall be deemed to constitute acceptance of the Services nor relieve the Contractor of any obligations.</p> <p><b>Modes of Billing and Payment</b></p> <p>All the invoices of payment shall be supported by necessary Documents and submitted in quadruplicate for the certification of Engineer-in-Charge for which he will require a maximum time of fifteen (15) days before the same are submitted for processing the payment of amount admitted.</p> <p>The Owner shall pay to the Contractor all the admissible payments within thirty (30) days of certification of the Engineer-in-Charge of the amount payable for the services.</p> <p>Contractor shall furnish the details of Bank Account in the prescribed format along with Bid in order to facilitate the Owner to release Payments electronically through Electronic Fund Transfer system wherever technically feasible. The Contractor shall hold the Owner harmless &amp; Owner shall not be liable for any direct, indirect or consequential loss or damage sustained by the Contractor on account of any error in the information or change in Bank details provided to the Owner in the prescribed form without intimation to Owner duly acknowledged.</p>
29	<b>Early Warning</b>	<p>If at any time during performance of the Contract, the Contractor or its Sub-Contractors should encounter events, circumstances conditions that may adversely affect the quality of the work, increase the cost of Services or delay the execution of the Services, the Contractor shall promptly notify the Owner in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Contractor's notice, the Owner shall evaluate the situation, and the Contractor shall cooperate with the Owner in making and considering proposals for how the effect of such an event or circumstance can be avoided or reduced.</p>

30	<b>Extension of the Intended Completion Date</b>	In the event the Contractor is unable to complete the assignment by the Intended Completion Date it may request the Owner to extend the Intended Completion Date giving reasons. The Owner may extend the Intended Completion Date if the reasons given by the Contractor, including prior review where necessary, are found acceptable. The Owner shall, however, decide by how much to extend the Intended Completion Date.
31	<b>Good Faith</b>	The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.
32	<b>Liquidated Damage (LD) for Delay</b>	<p>If the Contractor fails to complete the Work on or before the scheduled or extended date of completion, he shall, without prejudice to any other right or remedy of the Employer, arising out of the Contract on account of such delay, be liable for payment of liquidated damages @ ½ percent per week, not as penalty, on the Contract Value of the Work for every week that the progress remains below the required progress or that the Work remains incomplete subject to a maximum of 5% of the Contract Value.</p> <p>In case of amendment in the contract value, the limiting value of the Liquidated damages shall be 5% of the amended Contract Value.</p> <p>The amount of Compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Owner.</p>
33	<b>Change in laws and regulations</b>	If, after the date seven (7) days prior to the last date of Bid submission, any law, regulation, ordinance, order or by-law having the force of law is enacted, promulgated, abrogated or changed (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the costs and expenses of the Contractor and/or the Time for Completion, the Contract Price shall be correspondingly increased or decreased, and/or the Time for Completion shall be reasonably adjusted to the extent that the Supplier has thereby been affected in the performance of any of its obligations under the Contract. However, these adjustments would be restricted to items in respect of both direct transactions between the Employer and Supplier.
34	<b>Performance Security</b>	Within thirty (30) days of the receipt of Purchase Order/Service Order from the Employer, the contractor shall furnish the Contract Performance Guarantee (CPG), if applicable, for the due performance of the Contract for ten percent (10%) of the Contract Price with an initial validity up to ninety (90) days beyond the completion date for work plus defect liability period (if any), for due performance of the Contract(s)/Order(s) in any form acceptable to the Employer as

		<p>mentioned below.</p> <p>CPG may be submitted in any of the following forms:</p> <ol style="list-style-type: none"> <li>crossed Demand Draft / Bankers cheque drawn in favour of HURL Payable at New Delhi.</li> <li>An irrevocable Bank Guarantee as per the HURL standard format from any Nationalized bank / Scheduled Bank as acceptable to HURL as per list enclosed.</li> </ol> <p>Failure of the supplier to submit the above-mentioned Contract Performance Guarantee shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security.</p> <p>No interest shall be payable by the Employer to the Contractor against the Security Deposit furnished.</p> <p>Performance Security shall be returned after Certification of completion of work by EIC. However, the contractor will have to apply in writing, for refund of the same.</p>
35	<b>Force Majeure</b>	<p>Neither CONTRACTOR nor OWNER shall be considered in default in the performance of their obligations under CONTRACT, as long as such performance is prevented or delayed for reasons such as, including but not limited to, whether similar or dissimilar, acts of God, earthquake, tidal wave, tsunami, hurricane, storm, typhoon or cyclone (except monsoon), floods, lightening, land slide, fire or explosions, plague or epidemic, strikes of a whole National category of workers and concerted act of workmen or other industrial disturbances (lasting more than 7 consecutive calendar DAYS), lockouts (lasting more than 7 consecutive calendar DAYS), sabotage, blockade, war, riots, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, terrorist acts, insurrection or military or usurped power of confiscation or trade embargoes or destruction or requisition by order of any Government or any Public Authority or for reasons or cause beyond the reasonable control of the affected party provided notice of any such cause is given forthwith and in any event not later than one week (7) DAYS of the happening of the event by the party claiming the benefit of this Clause to the other specifying the matter constituting FORCE MAJEURE explaining to what extent contractual obligations will thereby be prevented or delayed and the further period for which it is estimated that such prevention or delay will continue. CONTRACTOR shall provide justificatory documents countersigned by the local Chamber of Commerce. Notwithstanding the foregoing, FORCE MAJEURE shall not include (a) weather conditions reasonably to be expected for the climate in the geographic area of the SITE including but not limited to the monsoon season, (b) the occurrence of any manpower or material shortages unless such a shortage is itself caused by an event of force majeure, or (c) any delay, default or failure (direct</p>



		<p>or indirect) in obtaining materials, or in any SUB-CONTRACTOR/VENDOR or worker performing any WORK or any other delay, default or failure (financial or otherwise) attributable to SUB-CONTRACTOR/Vendor/worker, unless such delay, default or failure results from any act, event or condition which would, with respect to such SUBCONTRACTOR/ VENDOR/ worker, constitute an event of force majeure.</p> <p>If the CONTRACTOR suffers delay in the due execution of the contractual obligations due to delays caused by force majeure as defined above, the agreed time of completion of job covered by this CONTRACT or the obligation of the CONTRACTOR shall be extended by a period of time on account of force majeure conditions, provided that on the occurrence of any such contingency, the CONTRACTOR shall within 30 days reports to the OWNER in writing, the cause of delay and likely duration of cause of delay with requisite documentary evidence.</p> <p>Should one or both the parties be prevented from fulfilling the contractual obligations by a state of FORCE MAJEURE lasting continuously for a period of 6 weeks, the two parties shall consult each other regarding the future implementation of the CONTRACT. The mere shortage of labour, materials or utilities shall not constitute FORCE MAJEURE unless caused by circumstances which are themselves FORCE MAJEURE.</p> <p>CONTRACTOR and OWNER shall endeavour to prevent, overcome or remove the causes of FORCE MAJEURE.</p> <p>No ground for exemption can be invoked if CONTRACTOR has failed to give timely notice by registered letter and subsequently supported it by documentary evidence.</p> <p>Delay or non-performance by a party hereto caused by the occurrence of any event of FORCE MAJEURE shall not:</p> <ul style="list-style-type: none"> <li>(a) Constitute a default or breach of the CONTRACT,</li> <li style="text-align: center;">Or</li> <li>(b) Give rise to any claim for damages or additional cost or expense occasioned thereby, if such delay or non-performance is caused by the occurrence of any event of FORCE MAJEURE. FORCE MAJEURE conditions are not payable under any circumstances.</li> </ul> <p>Force Majeure is no one's fault, therefore each party should bear its own cost and a provision to terminate the CONTRACT in case of Force Majeure extending beyond six (06) months is provided. Should OWNER wish the CONTRACTOR to continue further, both parties may sit together and mutually agree on the future course failing which Parties will have the right to terminate. Such termination shall not be considered as Termination for Owner's Convenience. However, outstanding invoices, payment for supplies made and payment to the</p>
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		<p>work already performed will be paid by OWNER on such termination and shall be detailed at the time of CONTRACT finalisation. CONTRACTOR shall have the right to take action to mitigate the impact of the prolonged Force Majeure event in mutual consent with the Owner.</p> <p>FORCE MAJEURE shall not apply to any obligation of the OWNER to make payments to the CONTRACTOR under the contract.</p>
36	<b>No Breach of Contract</b>	<p>The failure of a Party to fulfil any of its obligations hereunder shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.</p>
37	<b>Measures to be Taken on Force Majeure</b>	<p>A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.</p> <p>A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, and in any case not later than fourteen (14) days following the occurrence of such event, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.</p> <p>Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.</p> <p>During the period of their inability to perform the Services as a result of an event of Force Majeure, the Contractor, upon instructions by the Owner, shall either:</p> <ul style="list-style-type: none"> <li>(a) demobilize, in which case the Contractor shall be reimbursed for additional costs they reasonably and necessarily incurred, and, if required by the Owner, in reactivating the Services; or</li> <li>(b) continue with the Services to the extent possible, in which case the Contractor shall continue to be paid under the terms of this Contract and be reimbursed for additional costs reasonably and necessarily incurred.</li> </ul>
38	<b>Suspension</b>	<p>The Contractor shall, on receipt of the order in writing of the Engineer-in-Charge, suspend the progress of the Works or any part thereof for such time and in such manner as the Engineer-in-Charge may consider necessary for any of the following reasons:</p>

		<p>(i) On account of any default on part of the Contractor; or</p> <p>(ii) for proper execution of the Works or part thereof for reasons other than the default on the part of the Contractor; or</p> <p>(iii) for safety of the Works or part thereof, for reasons other than those attributable to the Contractor.</p> <p>The Contractor shall, during such suspension, properly protect and secure the Works to the extent necessary and carry out the instructions given in that behalf by the Engineer-in-Charge.</p> <p>The time for completion of the WORKS will be extended for a period equal to the duration of the suspension. The Contractor shall not be eligible for any other compensation whatsoever for such suspension, except as otherwise provided herein under.</p> <p>If such suspension of WORK by OWNER delays or is likely to delay the progress of WORK or the carrying out of WORK under CONTRACT resulting in additional expenses or increased liability to CONTRACTOR, the OWNER shall pay to the CONTRACTOR all reasonable expenses, mutually agreed between OWNER and CONTRACTOR, arising from suspension of the work by an order in writing of the OWNER provided that such suspensions of work is more than a cumulative period of ninety (90) days and provided that such suspension is not due to some fault on the part of the CONTRACTOR or a SUBCONTRACTOR.</p>
39	<b>Termination for Default</b>	<p>The Owner or the Contractor, without prejudice to any other remedy for breach of Contract, by notice of default sent to the other party, may terminate the Contract in whole or in part if the other party causes a fundamental breach of contract. In such an occurrence one party shall give not less than thirty <b>(30)</b> days written notice of termination to the other party.</p> <p>Fundamental breaches of the Contract shall include but shall not be limited to, the following:</p> <p>(a) If the Contractor fails to remedy a failure in the performance of their obligations hereunder, within thirty <b>(30)</b> days of receipt of such notice of suspension or within such further period as the Owner may have subsequently approved in writing;</p> <p>(b) If the Contractor submits to the Owner a statement which has a material effect on the rights, obligations or interests of the Owner</p>

		<p>and which the Contractor knows to be false;</p> <p>(c) if the Contractor, in the judgment of the Owner has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.</p> <p>For the purpose of this Sub-Clause:</p> <p>“corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>“fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Owner and includes collusive practice among Contractors (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Owner of the benefits of free and open competition.</p>
40	<b>Termination for Insolvency</b>	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if:</p> <p>(a) the Owner becomes bankrupt or otherwise insolvent;</p> <p>(b) the Contractor becomes (or, if the Contractor consist of more than one entity, if any of its Members becomes) insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary; or</p> <p>(c) in such event, termination will be without compensation to any party, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the other party.</p>
41	<b>Termination for Convenience</b>	<p>The Owner, by notice sent to the Contractor, may in its sole discretion and for any reason whatsoever, terminates the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Owner’s convenience, the extent to which performance of the Contractor under the Contract is terminated, and the date upon which such termination becomes effective.</p> <p>In event of termination of Order/Contract, the Employer shall pay to the Supplier/Contractor the Contract Price, properly attributable to the works/supplies executed by the Supplier/Contractor as on the date of termination. However, any sums due to the Employer from the Contractor accruing prior to the date of termination shall be deducted from the amount to be paid to the Supplier under this Order/Contract.</p>
42	<b>Termination because of Force</b>	<p>The Owner and the Contractor may at any time terminate the Contract by giving notice to the other party if, as the result of Force Majeure, the</p>

	<b>Majeure</b>	Contractor is unable to perform a material portion of the Services for a period of not less than sixty (60) days.
43	<b>Cessation of Services</b>	Upon termination of the Contract by notice of either Party to the other pursuant to GCC Clauses 39 to 42, the Contractor shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.
44	<b>Payment upon Termination</b>	Upon termination of this Contract pursuant to GCC Clauses to 39 to 42, the Owner shall make the payments to the Contractor for Services satisfactorily performed prior to the effective date of termination.
45	<b>Disputes about Events of Termination</b>	<p>If either Party disputes whether an event specified in GCC Clause 39, 40 or 41 has occurred, such Party may, within forty-five (45) days after receipt of notice of termination from the other Party, refer the matter to arbitration pursuant to GCC Clause 46, and this Contract shall not be terminated on account of such event except in accordance with the terms of any resulting arbitral award.</p> <p>In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to GCC Clause 46.</p>
46	<b>Settlement of Disputes</b>	<p><b>of Adjudicator</b></p> <p>Managing Director (MD) of HURL shall be the Appointing Authority for Adjudicator. Adjudicator under the Contract shall be retired judge of Supreme Court/High Court of India.</p> <p>If any dispute of any kind whatsoever shall arise between the Owner and the Contractor in connection with or arising out of the Contract, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the services—whether during the progress of the work or after their completion and whether before or after the termination, abandonment or breach of the Contract—the parties shall seek to resolve any such dispute or difference by mutual consultation. If the parties fail to resolve such a dispute or difference by mutual consultation, then the dispute shall be referred in writing by either party to the Adjudicator, with a copy to the other party.</p> <p>The Adjudicator shall give its decision in writing to both parties within twenty-eight (28) days of a dispute being referred to it. If the Adjudicator has done so, and no notice of intention to commence arbitration has been given by either the Owner or the Contractor within fifty-six (56) days of such reference, the decision shall become final and binding upon the Owner and the Contractor. Any decision that has become final and binding shall be implemented by the parties</p>

		<p>forthwith.</p> <p>Should the Adjudicator resign or die, or should the Owner and the Contractor agree that the Adjudicator is not fulfilling its functions in accordance with the provisions of the Contract, another Adjudicator shall be jointly appointed by the Owner and the Contractor. Failing agreement between the two within twenty-eight (28) days, the new Adjudicator shall be appointed at the request of either party by the Appointing Authority. Expenses incurred in the process of adjudication including the fees required to be paid to the adjudicator, if any, shall be shared equally between the Owner and the Contractor.</p> <p><b>Arbitration</b></p> <p>If either the Owner or the Contractor is dissatisfied with the Adjudicator's decision, or if the Adjudicator fails to give a decision within twenty-eight (28) days of a dispute being referred to it, then either the Owner or the Contractor may, within fifty-six (56) days of such reference, give notice to the other party, with a copy for information to the Adjudicator, of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.</p> <p>Any dispute in respect of which a notice of intention to commence arbitration has been given, in accordance with above clause, shall be finally settled by arbitration. Arbitration may be commenced prior to or after completion of the Services.</p> <p>Any dispute submitted by a party to arbitration shall be heard by an arbitration panel composed of three arbitrators, in accordance with the provisions set forth below.</p> <p>The Owner and the Contractor shall each appoint one arbitrator, and these two arbitrators shall jointly appoint a third arbitrator, who shall chair the arbitration panel. If the two arbitrators do not succeed in appointing a third arbitrator within twenty-eight (28) days after the latter of the two arbitrators has been appointed, the third arbitrator shall, at the request of either party, be appointed by the Appointing Authority as given below:</p> <ul style="list-style-type: none"> <li>a) President, Institution of Engineers in case of an Indian Contractor.</li> <li>b) President, International Chambers of Commerce, Paris in case of a Foreign Contractor.</li> </ul> <p>If one party fails to appoint its arbitrator within forty-two (42) days after the other party has named its arbitrator, the party which has named an arbitrator may request the Appointing Authority to appoint the second arbitrator.</p> <p>If for any reason an arbitrator is unable to perform its function, the mandate of the Arbitrator shall terminate in accordance with the</p>
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		<p>provisions of applicable laws as mentioned under the Clause related to Governing Law and a substitute shall be appointed in the same manner as the original arbitrator.</p> <p>Arbitration proceedings shall be conducted</p> <p>(i) in accordance with the following rules of procedure :-</p> <ul style="list-style-type: none"> <li>a) In case of a foreign Contractor, the arbitration proceeding shall be conducted in accordance with the United Nations Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.</li> <li>b) In case of an Indian Contractor, adjudication/Arbitration proceedings shall be conducted in accordance with Indian Arbitration and Conciliation Act 1996. In case the Indian Contractor is an Indian Public Sector Enterprise/Government Department (but not a State Govt. Undertaking or Joint Sector Undertaking which is not a subsidiary of Central Govt. Undertaking), the dispute arising between the Owner and the Contractor shall be referred for resolution to a Permanent Arbitration Machinery (PAM) of the Department of Public Enterprises, Government of India.</li> <li>c) In case of a foreign collaborator/associate of the Contractor, the arbitration proceedings shall be conducted in accordance with the United Nation Commission on International Trade Law (UNCITRAL) Arbitration Rules of 1976.</li> </ul> <p>(iv) in New Delhi, India (Place for Arbitration)</p> <p>(v) in the language in which this Contract has been executed.</p> <p>The decision of a majority of the arbitrators (or of the third arbitrator chairing the arbitration, if there is no such majority) shall be final and binding and shall be enforceable in any court of competent jurisdiction as decree of the court. The parties thereby waive any objections to or claims of immunity from such enforcement.</p>
47	<b>Fraud Prevention Policy</b>	<p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall strictly adhere to the Fraud Prevention policy of the Employer displayed on its tender website <a href="http://www.hurl.net.in">http://www.hurl.net.in</a>.</p> <p>The Supplier along with their associate / collaborator / subcontractors / sub-vendors / consultants / service providers shall observe the highest standard of ethics and shall not indulge or allow anybody else working in their organization to indulge in fraudulent activities during execution of</p>



		<p>the Contract (Purchase Order/Service Order).</p> <p>The Supplier shall immediately apprise the Employer about any fraud or suspected fraud as soon as it comes to their notice.</p>
48	<b>Risk purchase</b>	<p>In the event, Contractor fails to execute the services in the scheduled completion period, HURL reserves the right to get the job executed from any other source at the Contractor's risk and cost, and the difference in cost shall be borne by the Contractor.</p> <p>Further, HURL shall retain the right of forfeiture of Performance Security and or any other action as deemed fit.</p>
49	<b>Counter Guarantee:</b>	<p><b>Counter Guarantee:</b> - If rates are found extraordinarily low then a counter-guarantee will be taken from the successful bidder for smooth execution of work. The same amount will be released after the successful execution of work.</p>

**HINDUSTAN URVARAK & RASAYAN LIMITED**  
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



## **SECTION – IV**

### **TECHNICAL SPECIFICATIONS**

**(SCOPE OF WORK AND OTHER TERMS & CONDITIONS)**



## **Annexure-I**

### **Technical Scope of work**

#### **A. Service provider Scope of work:**

The scope of work shall be services for Electrical maintenance jobs as activities and their define scope of work provided in (Annexure-I). Various work and services to be rendered by the Service provider shall include (Ref Annexure- VI) but not limited this only. Also, all activities which are not covered but required for completion of jobs shall be in the scope of Service provider. Detailed Scope of work given below:

1. The scope of work shall include Routine Checks, Monitoring, Up-keepment as per procedures and check sheets defined by HURL, Troubleshooting & attending all sorts of day to day electrical faults in electrical system and maintenance (, Preventive, Predictive, Breakdown) under the supervision of HURL Engineer, Shutdown works and other miscellaneous works i.e. cleaning, dewatering etc., Condition Monitoring support, Emergency call Service, assistance during important activities viz. Testing, Commissioning & Overhauling etc. at area under the scope of Rate Contract, all as per the instructions and full satisfaction of HURL Engineer In-charge . List of Major Electrical Systems are given below, Various work and services to be rendered by the Contractor shall include but not limited to the following:
  - I. 132kV outdoor switchyard equipment's
  - II. 11kV HT switchboards & Motors
  - III. 3.3kV HT switchboards & Motors
  - IV. 415V LT switchboards & Motors
  - V. Outdoor/Indoor Transformers (Power, Lighting, Control & VFD)
  - VI. Capacitor banks & Reactors
  - VII. 220V/110V DCDB & ACDB
  - VIII. Battery Charger & UPS system
  - IX. VFD system
  - X. LMS system
  - XI. EDG system
  - XII. Lighting system including High Mast, Lighting poles, lighting DB's & Panels.
  - XIII. Earthing & Lightning Protection System
  - XIV. Borewell including Submersible Pump motors
  - XV. Pump, Blower & Fan Motors
  - XVI. Compressor Motors
  - XVII. Fire Alarm, PA system, LAN, Telephone
  - XVIII. EOT cranes / Hoists
  - XIX. HT/ LT/ Telephone Cable laying, jointing, termination
  - XX. Substation ventilation System
  - XXI. Miscellaneous electrical Job such as identification, Physical verification of spare etc.
2. Daily round the clock deployment of technical staff for carrying out operational defects & Maintenance of log book & recording various parameters in the prescribed pro-forma on round the clock basis.
3. Logging & record keeping the Equipment status/parameters for all the equipment's under the scope of

Vendor on daily basis as per the instruction of EIC in approved HURL format. Logging/ Record keeping of the trouble register/Job register, issuance/receipt of material at site store on daily basis or as and when required as per direction of EIC.

4. Logging/ Record keeping of the trouble register/Job register are in vendor scope.
5. The Contractor shall maintain proper and detailed record for the job carried out by their employees and shall also maintain all records and returns as necessary for carrying out the work smoothly. All jobs shall be defined by HURL Engineer in-charge and to be carried out in consultation with HURL Engineer. Electricians, Technicians and vendor should possess their respective electrical license.
6. Contractor to collect the valid work permit along with work and safety check sheet after ensuring complete de-energization/isolation of equipment on which actual job has to be executed. Contractor personals has to strictly follow work permit procedure/LOTO procedure/Safety procedure as defined by HURL.
7. Contractor to return Work permit to nominated HURL Site/section in-charge after job completion, removing man & material from the equipment & proper housekeeping.
8. Vendor to submit the daily, weekly and monthly progress report as per the instructions of HURL Electrical In-charge.
9. Vendor to arrange the personals required to attend any Critical defect within minimum possible time after information from HURL Engineer in-charge.

**B. HURL Scope:**

- I Only Hydra/Jumbo/ Forklift, Ladders, Chain Block, Major testing equipment/kit, Hydraulic jack, hydraulic puller will be provided for heavy Material shifting from Store to site places etc. & maintenance/repair Jobs items required for lifting and safely transporting the material to the workshop/ maintenance room shall be in Service provider scope.

**Annexure II**

**GENERAL TERMS & CONDITIONS**

**1. QUANTUM OF JOB:**

Estimated value of work has been given on the basis of job executed during the last year in the similar industry of same rated capacity. HURL will not give any guarantee for minimum billing, minimum quantum of work during the year.

**2. VALIDITY OF THE CONTRACT:**

The Contract shall remain valid for a period as specified in NIT reckoned from the date of its award. The job can therefore, be got done any time during the tenure of the contract. Normally Notice to 21 days be given for starting the job.

**Extension of Contract:**

The extension of contract should be avoided and shall not be considered as a regular practice. Normally, the extension of contract shall be granted only in exigency of work due to unavoidable circumstances. The extension of contract can be given on the same rates, terms & conditions normally for a period of three months as per mutual consent. Further extension may be permitted only in exceptional circumstances based on justification and merit of the case with the approval of competent authority

**FORCE MAJEURE:**

The terms and conditions agreed upon under the contract shall be subject to Force Majeure. Neither the Service provider nor HURLL shall be considered in default in the performance of their obligation contained therein, if such performance is prevented or delayed or restricted or interfered with by reason of War, Hostilities, Revolutions, Civil commotion, Strike, Epidemics, Accidents, Fires, Flood, Earthquake, regulation or ordinance or requirement of any Government or any sub-division thereof, or authority or representative of any such Government and/or due to technical snag/reasons or any other Act whatsoever, whether similar or dissimilar to those enumerated beyond the reasonable control of the parties hereto or because of any act of GOD. The party so affected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so affected shall use its best efforts to avoid remove such causes of nonperformance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of Force Majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

**3. LOSS TO PLANT DURING EXECUTION:**

Any damage or loss caused to plant Equipment etc. during execution of this contract will be made good by the Service provider at his own cost and risk.

**4. PERIOD OF LIABILITY:**

The Service provider shall guarantee for the work done for a period of three months from the date of issue of Completion of work. Any damage or defect may arise or lie undiscovered at the time of completion certificate, in the workmanship shall be rectified or replaced by the Service provider. In default, the Engineer-in-charge may cause the same to be made good by other Service provider and deduct expenses (of which the certificate of Engineer-in-charge shall be

final) from any sums that may be there or at any time thereafter become due to the Service provider from his Security Deposit.

#### **5. PRESERVATION OF FREE ISSUE MATERIAL:**

All materials issued to the Service provider by the owner shall be preserved against deterioration and storage while under Service provider's custody, any damage/losses suffered on account of non-compliance with the requirement stipulated herein shall be considered as losses suffered due to willful negligence on the part of the Service provider and he shall be liable to compensate HURL for the losses suffered at panel rates to be determined by the Engineer- in-charge with reference to the rates charged for the purpose of recovery shall be final and binding on the Service provider.

#### **6. SCRAP ALLOWANCE:**

Service provider will plan the work in such a way that the wastage to be minimum Following scrap allowance will be allowed. Beyond the allowance, the wastage will be chargeable to the Service provider on HURL rate +25% + All Taxes will be charged extra.:

S No	PARTICULARS	SALVAGEABLE
A	STRUCTURE/FABRICATION WORKS	2.5 %
B	PIPE	3.0 %
C	REFRIGERENT LOSS	<3%
D	CABLES LAYING	3%
E	OILY WASTE	<1%
F	POWER LOSS (IN EFFICIENT OPERATION OF LIGHTING, FAN, AC, HVAC,	0
G	ELECRTICAL/ELECTRONIC WASTE	<3

#### **7. ISSUE OF MATERIAL FROM HURL:**

Any issue of materials from HURL stores not covered in HURL obligation will be issued and charged on HURL issue rate +25% + All Taxes will be charged extra. The issue of such material will be sole discretion of HURL

#### **ISSUE OF GAS CYLINDER:**

Service provider has to make his arrangement for Oxygen and Acetylene Gas. However, the Oxygen and Acetylene gas can be issued on chargeable basis in exigencies subject to the availability constituting following components.

- a) Invoice price of gas.
- b) Rent for each Cylinder per day.
- c) Department charges.
- d) Cost of collection and return of empty Cylinder.

#### **8. MATERIAL TRANSPORTATION:**

The Service provider shall make his own arrangement for Transportation of the material from stores to site of work and to the place of erection etc. at his own cost for making temporary stores/work sites, HURL may designate an area at its own discretion for putting up of a temporary hut/shed.

#### **9. PENALTY:**

In the event of work is not completed according to the time schedule, the Service provider shall have to pay Penalty along with GST to the HURL at the rates of 1 % of the total value of work for delay of every day or part thereof, subject to a ceiling of 10 % of the total value of the work.

**Note:** The above clause shall be reviewed in all cases after considering duration and criticality of work.

#### **10. ENGINEER-IN-CHARGE:**

The Engineer-in-charge shall have general supervision and direction of the work. He has authority to stop the work whenever such a stoppage may be necessary to ensure the proper execution of the contract. He shall also have authority to reject all work which directs the application of forces to any portion of the work as in his judgment is required and order force increased or diminished and to decide disputes, which arise in the execution of the work. The Engineer-in-charge reserves the right to suspend the work of the part thereof at any time and no claim whatsoever on this account will be entertained. In case of any dispute the Service provider may appeal to the Engineer-in-charge whose decision shall be final and binding.

#### **11. SERVICE PROVIDER TO REMOVE UNSUITABLE EMPLOYEES:**

The Service provider shall on instruction of the Engineer-in-charge immediately remove from the work any person employed thereon who may misbehave or cause any nuisance or otherwise, in

the opinion of the Engineer-in-charge is not a fit person to be retained on the work and such person shall not be again employed or allowed on the works without the prior written permission of the Engineer-in-charge.

## **12. SAFETY REGULATION:**

The Service provider shall observe and abide by all fire and Safety regulations of the HURL. Before starting maintenance work, the Service provider shall consult HURL's Safety Officer or the Engineer-in-charge. If the Safety Engineer is not available, he will do familiarize him with such regulations, copies of which will be furnished to him by HURL, when requested. He shall be responsible for and must make good to the satisfaction of the HURL any loss or damage due to fire to any portion of the work to be done under this agreement or to any of the HURL's existing property. All the accidents to Service provider's staff will be reported to the Safety Officer promptly.

This will however not relieve the Service provider of any statutory obligation. The Service provider shall not undertake any hot job without safety work permit. He has to maintain First Aid Box in his office. Also, necessary safety equipment like Helmets, Hand Gloves, Face Shield, Safety Belt etc. as per Annexure I are to be provided to his workmen by the Service provider. However special Safety equipment required as per the job requirement will be provided by HURL free of cost.

For any default / accident / loss due to negligence of Service provider/ workers, the liability of Service provider shall be "Absolute liability".

## **13. BIDDER TO ACQUAINT HIMSELF FULLY**

The Bidder may visit the site and shall acquaint himself fully and thoroughly with the conditions and limitations including scope, requirements and official/statutory regulations, under which, conforming to which and subject to which, services/work are to be performed by him. Failure to comply with the aforesaid requirements will not relieve the BIDDER of his obligations in the event of his tender being accepted nor any claim whatsoever will be entertained on the plea of ignorance or overlooking.

The Bidder shall give an undertaking that the terms and conditions of NIT and other aforesaid conditions are acceptable to him without reservations and no deviations to NIT have been taken while making the offer.

Unless otherwise specifically stated in his bid, it will be assumed that all terms and conditions of NIT are accepted by the bidder without any reservations whatsoever

## 14. Termination of Contract

Notwithstanding anything elsewhere herein provided and in addition to any other right or remedy of HURL under the Contract or otherwise including right of HURL for compensation for delay the Engineer-in-charge/officer-in-charge may, without prejudice to his right against Service provider in respect of any delay, bad workmanship or otherwise or to any claims for damage in respect of any breaches of the Contract and without prejudice to any rights or remedies under any of the provisions of this Contract or otherwise and whether the date for completion has or has not elapsed by intimation in writing, absolutely, determine the Contract:

Default or failure by Service provider of any of his obligations under the Contract including but not limited to the following, the Contract is liable to be terminated if the Service provider become bankrupt or insolvent or goes into liquidation or is ordered to be wound up or has a receiver appointed on its assets or execution or distress is levied upon all or substantially all of its assets.

### **Abandons the work**

Persistently disregards the instructions of the OWNER in contravention of any provision of the CONTRACT.

Or

persistently fails to adhere to the agreed program of work

Or

Sublets the work in whole or in part thereof without OWNER's consent in writing. Performance is not satisfactory or work is abnormally delayed.

Defaults in the performance of any material undertaking under this CONTRACT and fails to correct such default to the reasonable satisfaction of the OWNER within fifteen days after written notice of such default is provided to the Service provider.

1. Owner may terminate the Contract due to any reason including reasons due to force majeure, regulations or ordinance of any Government or any other reasons beyond the reasonable control of the Owner.

Such termination will be by 60days notices in writing and no claim/compensation shall be payable by the OWNER as a result of such termination, excepting the fees and costs for the meaningful services rendered by the SERVICE PROVIDER and acceptable to OWNER, up to the date of termination.

## **15. Rights of Owner:**

A unilateral stoppage of work by the Service provider shall be considered a breach of the CONTRACT and the OWNER reserves its right to take necessary and suitable action as it may deem fit, to adequately protect his/its interest; at the risk and cost of the Service provider. Any aforesaid action shall be without prejudice to any other action, rights and remedies etc. that may also be available.

In the event the Service provider fails to fulfill his obligations under the CONTRACT, the OWNER shall have the right to get the work done by any other agency/own resources at the risk and cost of the Service provider.

### **a) TIME EXTENSION**

If the Service provider requires any extension of time for completing the Work under the CONTRACT, he must apply to the OWNER within seven days from the date of the occurrence of the event on account of which he desires such extensions and the OWNER may, if he thinks such request reasonable, grant such extension of time as he may think necessary.

### **b) CONTINUED PERFORMANCE**

The Service provider shall not stop work in case of any dispute pending before arbitrator/court/Tribunal in relation to the contract or otherwise unless further progress of works has been rendered impossible due to non-fulfilment of any reciprocal promise. Unilateral stoppage of work by the Service provider shall be considered a breach of CONTRACT and the OWNER shall be within its rights to take suitable and necessary action as it may deem fit to adequately protect its own interests

## **16. DEFECT LIABILITY PERIOD:**

Defect liability period shall be three months from the date of completion of contract. Any defect arising out of the faulty workmanship shall be made good free of charge, if reported within defect liability period.

## **17. Service provider's Obligations:**

1. Service provider shall ensure that the deputed manpower have the relevant qualification and work experience of similar nature jobs.
2. Service provider shall submit the biodata of manpower to HURL and maintenance manpower selection shall be done by HURL EIC via interview and document review however in this regard's decision of HURL-EIC is binding to the maintenance contractor.
3. Service provider to take prior approval from the owner for selecting any candidate throughout the contract period for replacement of existing manpower as per procedure indicated in point in 17.2.



4. The required man power (Highly skilled, skilled and unskilled) may have to carry out the job in different shifts, as per the instruction of engineer in charge.
5. The Service provider shall make his own arrangements for site store cum office for the safe custody of tools and equipment's at site. Open space shall be provided by HURL inside the plant.
6. Service provider authorized representative / supervisor (with mobile phone) must always be available at site.
7. In some cases, if felt necessary by HURL, the Service provider may be asked to supply more manpower on normal working days or round the clock. In such cases, no extra claim about item rates shall be entertained. Only actual no. of manpower supplied shall be considered.
8. The Service provider will have to maintain accountability of materials issued to them in a register which include specification of materials, date of issue, quantity, cost code, I.V. no and purpose. A statement of materials issued/consumed during the month to be forwarded to Engineer- In charge.
9. Daily attendance sheet of shift personnel shall be submitted to the HURL. In case of any Supervisor/Technician/Helper remains absent from duties, suitable replacement shall be made without fail. This shall be intimated to HURL office in writing. Failing to these shall call for hold up of processing of RA Bill.
10. The Service provider shall engage proper skilled / qualified / authorized personnel and ensure the expected quality of work. If any of their personnel is found to be unsuitable, by HURL, the Service provider shall withdraw them and provide suitable replacement immediately, failing which HURL reserves full rights to get the job done by alternate suitable persons at risk and cost of the Service provider.
13. Service provider's manpower must have following minimum Tools and Tackles:

S. No.	Manpower Description	Tools & Tackles
1	Site Supervisor cum store keeper	General Tools & Tackles as per Annexure-V, PPE
2	Technician	Technician Tool kit as per Annexure, PPE
3	Helper	PPE
	Note:	PPE: Annexure IV

## **18. Mobilization Period:**

The job shall be executed any time with in the contract period depending upon the plant commissioning, for which initial mobilization time of 21 (twenty) days shall be provided to start the job after written/verbal communication.

## **19. Contract Period:**

One year from the date of issue of LOI/Work Order, further extendable up to 3 months on same rates, terms and conditions.

Payment will be done on Monthly basis for actual operated quantity against Invoice submitted by the Service provider after end of the month.

## **20. Variation:**

The BIDDER shall note that the quantities given in the “Schedule of Rates” are tentative subject to variation and they shall not be entitled to claim any extra or compensation on this account. Quantum of individual item may vary to any extent; however, the total quantum of work may **vary up to  $\pm 30\%$**  of the total awarded contract value and on this account, no variation of quoted rates of items will be permissible. Therefore, before, providing services, the Service provider shall take prior approval from HURL for quantities.

### **Annexure III**

#### **Special Terms & Conditions:**

1. Agency must hold a valid A class Electrical contractor license issued by competent authority of Uttar Pradesh and must ensure Employees' State Insurance scheme.
2. Agency shall deploy Electrical Substation Maintenance Electricians together with a helpers daily for a period of 8 hrs. in each shift i.e. A (06:00 hrs. to 14:00 hrs), B (14:00 hrs. to 22:00 hrs) and C (22:00 hrs. to 06:00 hrs), General shift (09:00 hrs. to 18:00 hrs) during contract period.
3. The deployment of aforesaid site incharge, electrician/helper for a period of one month in three shifts of 8 hrs. would be termed as one quantity of “Month”.
4. Cables, wires, fuses, bulbs, tube light, LED fixture, Lugs and others electrical material will be provided by HURL to agency on requirement basis however agency to submit a list of consolidated material requirements prior to principal owner for throughout the contract period or during extension period of contract as may be applicable.
5. Items such as consumable like PVC tape, cotton tape, Cable tie, Jute/waste cloth shall be in scope of agency at free of cost to principal owner HURL also agency to maintain its minimum stock at all the time.
6. HURL representative would review and plan the jobs for all the three shifts. Materials of free issue would be maintained by the Electrician in his stock. In case of any discrepancy in the amount of reconciled quantity (to be done monthly) of free issue material, same would be deducted from the RA Bill of the agency.
7. Electrician would also make report of material consumed and ensure safe optimized handling of the free issue material and installation in his shift. Also returning the defective material back to the store and getting the same approved by EIC or his representative.
8. The Technician should be aware & hands-on experience of all measuring/testing Electricals, tools and tackles required for maintenance of stationary and rotary equipment.
9. All the other category of manpower shall have knowledge & working skill of their respective trade. In case, any worker is not acceptable to engineer-in-charge on account of his lack of skill/competence or otherwise, then he has to be replaced by the contractor with suitable/ acceptable manpower.
10. Supplied manpower has to do the job as per direction of HURL-EIC /in-charge within the plant premises or as directed by HURL-EIC.

11. Contractor has to ensure the availability of required number of manpower of various categories as per job requirement.
12. Coordination and supervision of jobs shall be in contractor's scope of work. Contractor supervisor shall maintain diary of each technician for their day-to-day output/work done and has to produce to Engineer-in-charge or his representative as and when asked for.
13. Maintenance Contractor shall have all the required technical skills to carry out various kind of maintenance job mentioned in the scope of work.
14. Electrician with a helper would diagnose malfunctioning systems, apparatus, and components and to locate the cause of breakdown and correct the problems.
15. Agency must comply with the minimum wage norms for payment, ESIC, PF etc. of the Electrician with a helper as per the Labor Act. Payment of wages to the electrician and helper must be done by 7th day of the month.
16. Agency should share payment slips/ payment lager of All workers for checking of compliance of minimum wage, HRA, Special Allowance , pf etc.
17. Agency to carry out periodic/quarterly audit of electric tools and tackles in view of safety and submit the compliance to HURL.
18. In case of non-availability of either electrician or helper or either of them, a penalty equal to double the rate of operation of electrician and helper would be imposed.
19. Agency to maintain common shift mobile no. available 24x7 throughout the contract period.
20. Agency to take prior approval from the owner for selecting any candidate throughout the contract period for replacement of existing manpower also maintenance manpower selection shall be done by HURL via interview and document review however in this regard's decision of HURL-EIC is binding to the maintenance contractor.
21. All types of Insurance Cover for the deployed worker at site shall be in scope of agency.
22. Annual Rate Contract includes all types of Electrical Maintenance jobs as specified in the specifications/drawings and as per directions of Engineer-in-Charge from time to time. The terms Electrical maintenance jobs includes removal & fixing of Electricals and other jobs as specified in the schedule of rates. Jobs can be awarded for execution in HURL premises (inside the factory or any other site).
23. The Service provider shall have to make his own arrangements for all Tools & Tackles, Skilled and Unskilled labors etc. required for the job. The work is subject to inspection at all time by the Engineers-in-charge and the Service provider shall have to carry out the work to the entire satisfaction of the Engineer-in-charge.
24. Electricity, Water will be provided free of cost at one point as per requirement of the job
25. All lifting tools & tackles are to be got tested under the Competent Person engaged by State Government from time to time and the certificates duly verified by Competent Authority are to be submitted to the Department before taking up the job
26. Completed jobs shall be measured as per units given in the schedule of rates and verified by the Engineer-in-Charge.
27. In case, interpretation of any job is not clear, the decision of Engineer-in-charge shall be final and binding. In case of doubt, Service provider shall consult the Engineer-in-charge or Area-In- charge for clarification before the start of work.
28. Wherever specifications are not clear, clarification for the same can be had from the authority concerned before quoting the rate. Reasoning of any ignorance shall not absolve the Service provider of his commitment to the execution of job.
29. The Service provider shall arrange construction, erection, installation aids as required. HURL shall not be responsible for any delay due to non-availability of such aids.
30. Service provider will procure scaffolding material at his own cost and provide scaffolding, wherever required.

31. Safety Compliance: Hindustan Urvarak and Rasayan Ltd., Gorakhpur is a large chemical plant falling under the category of MAH (Major Accident Hazard) and is committed to ensure high standards of safe working conditions in the plant. It is, therefore, required to fulfill the following requirements during the execution of contract:
32. Service provider shall provide his staff with required tested/inspected tools & tackles and safety equipment's as per Annexure Factories Act 1948-Rule29 and UP Factories Rules. The tools & tackles shall be duly tested and certified by Competent Person and also bear Identification mark, Safe working load & date of testing. The record of the same will also be maintained in a register and compliance of all the provisions in above rules will be Service provider's responsibility.
33. Service provider shall provide his staff personal protective equipment's like safety helmet, safety shoes, full body harness safety belts, goggles and hand gloves etc. as per annexure of standard make/ISI marked.
34. No Service provider/staff is allowed to work in the plant area without proper written clearance/SWP from the area-in-charge and with all required safety gadgets/precautions.
35. Service provider will ensure that all his staff deputed in the plant area has been issued the Safety Instruction Sheet and all concerned have been explained about the safety hazards involved in the plant area and the job site, safe assembly points & safety precautions to be taken.
36. Work should be carried out in the presence of competent and authorized supervisor only.
37. Service provider and his staff should acquaint themselves with the Normal/Fire/Emergency siren sounds.
38. For any clarification/assistance with regard to any safety related aspect, HURL's safety dept. is be contacted.
39. All materials including tools and tackles and other materials viz. ladders etc. if required are to be shifted by the Service provider for jobs to be attended by the Service provider for which no extra payment will be made.
40. It is the responsibility of the Service provider that no work is to be carried out without the safety work permit wherever required and the same is to be arranged by the respective area-in-charge. The job is to be started after getting clearance from the respective area-in-charge.
41. At the time of start of the contract by the Service provider, the list of tool & tackle or any other equipment brought by the Service provider at site is to be submitted by them which will be verified by HURL Engineer. If any addition and deletion is there, they have to inform to HURL in writing. If any item more than the list submitted by the party will be found, strict action will be taken against the Service provider.
42. Structural steel, useable pipes, fittings, fasteners, uncut gasket sheet and special lubricant shall be issued to the Service provider for the job, free of cost.
43. 12 a) Service provider shall maintain minimum two welding sets (W.G). In addition, the Service provider has to provide one rectifier welding set. In case of increase in quantum of jobs the Service provider will increase all his resources at his own cost accordingly to complete the job in time.
44. HURL shall not provide site office to the Service provider. However, HURL shall provide suitable place for the erection of temporary site office. The same shall be dismantled after completion of the contract. However, HURL shall supply electric power on chargeable basis however meter and connection shall be arranged by service provider required for the execution of job/work.

45. Every care shall be taken to dismantle the required item with care. Any intentional damage or damage due to careless working for the equipment, shall be recovered from the Service provider.
46. Any material issued by HURL to Service provider, which falls under Service provider's obligation, shall be on chargeable basis with overhead of 25%. All taxes will be charged extra. The issue of such material will be sole discretion of HURL. Refer to section 9 of this NIT.
47. Cables in general shall be got issued/returned to stores in rolled condition over the cable drum.
48. Before taking over any material/equipment from stores or site stores, it will be the responsibility of Service provider to check for the healthiness of material/equipment. Once material has been issued to Service provider, its upkeep till the handing over shall be the responsibility of the Service provider.
49. Wherever supply of material is in the scope of Service provider the same shall be got approved from Engineer-in-charge before its installation.
50. If any item is appearing at two or more places or in various sub heads of the contract, the payment to the Service provider shall be made on the basis of lowest quoted rates in the contract
51. /Under various sub-heads.
52. The manpower if taken, may be put in any shift i.e. A/B/C shift in addition to general shift depending upon the requirement of job as the factory is operating round the clock. No extra payment shall be made to the Service provider over and above the rate quoted for eight hours working.
53. The Service provider shall give details of manpower to be deployed for successful completion of each work at any time.
54. In case, any worker/supervisor is not acceptable to Engineer-in-Charge on account of his lack of skill/competence or otherwise, he has to be replaced by the Service provider with suitable/acceptable hand.
55. The Service provider shall make his own arrangement for removal of old as well as unused material, including packing materials and empty cases free of cost from work site to the place indicated by the Engineer-in-charge after completion of work and nothing extra will be paid.
56. The decision of Engineer-in-charge in regard to all matters relating to the Tender and for determine the category of work with reference to material of an item not mentioned in scope of work shall be final.
57. HURL shall have power to make any alteration in, omission from, addition to, or substitutions for original Specifications and instructions which may be considered necessary, during the progress of work and Service provider shall have to carry out the work in accordance with any instruction which may be given to him in writing duly signed by Engineer-in-charge. Such alteration, omission, additions, substitutions, shall not invalidate the contract and any altered, additional or substituted work which the Service provider may be directed to do in the manner above specified as a part of the work, shall be carried out by the Service provider on the same condition in all respects on which he has agreed to do the main work.
58. If the Service provider is unable to execute the work any loss incurred by the company in this respect, will be, to the Service provider's account the company may also terminate the contract after giving a three-days' notice, if in its opinion; the work under the contract is not being done to its satisfaction. The Company will also have right to get the job done by a third party at the risk and cost of the Service provider till the expiry of the period of the contract and debit the cost plus 25% to the Service provider

59. Requisite Qualification/ Experience of Manpower:

Below Manpower only be deployed after taking interview from HURL representative:

1. Site In charge -----(BE 3+ year/Diploma 7+ years' Experience)
2. Sr Technician-- ---- (Diploma- Electrical 3+Y /ITI- Electrical 6+ years' Experience)
3. Electrician ----- (ITI- Electrical 4 +years' Experience)
4. Electrical Helper----- (Unskilled 10<sup>th</sup> Pass & above)
5. HT/LT Switchgear -operator (ITI – Electrical 4+ years' Experience)
6. Motor Fitter for HT/LT overhauling & motor bearing replacement---(ITI-Fitter 5+ years' Experience)

**ANNEXURE IV**

<b>Sr. No.</b>	<b>Description of safety PPE's</b>
1	Hand Gloves – Plain, Neoprene/PVC Dotted, Leather, Kevlar, Rubber, Asbestos
2	Safety Shoes
3	Gum boots with metal toe
4	Helmet
5	Goggles
6	Rainwear
7	Dust Masks
8	Ear Plugs
9	Full Body harness including Safety belt
10	Acid resistant apron
11	First aid box

**II. List of general tools to be kept under the custody of Site Supervisor**

All tools and tackles required for completion of the jobs shall be in scope of Service provider.

Minimum list of Tools and tackles required to maintain at site are given below:

- All size spanners (Ring & DE), Size: 7 sets
- Square/hexagonal Socket spanner set-7 no's
- Wire stripper set-7nos
- Tool bag-7 nos. for individual electrician
- All Size screw drivers set: 7 nos.
- Allen Key set: 3 nos.
- Slide wrench-7 Set (6", 8", 10", 12", 15", 18")
- Hammers of different sizes, Nylon & Iron (1kg, 2kg, 3kg, 5kg,)-each type 1 nos.
- Plier each type - 7 Set
- Hexa blade with Frame: 7 set
- Mini Hexa with farne: 7 set
- Hand Trolley for shifting Material: 2 nos.
- Pipe Cutting & Threading Tools along with Pipe Wrenches-1 no
- Portable welding Machine-1nos
- Grinding Machines-1 set each
- Multimeter:3 nos.
- Meggar: 1 no. Digital & analogue
- Drill Machine electric 2 nos.
- Crimping tool set-2 nos
- Hole saw cutter with HSS Bit-1set (from 16mm to 75 mm)

**Part-A**

**Annexure-VI**

<b>Sr No</b>	<b>Item Description</b>	<b>Quantity</b>	<b>Unit</b>
A	MOTORS		
1	MAINTENANCE OF LV (415V) MOTORS		
	Preventive maintenance of LV motor (As per PM Checklist).Job shall include opening of cable termination box, Motor TB Gasket inspection and replacement if required, Motor body and MTB cleaning, RLC measurement of Motor and mongering of Motor and its Power cable.Re-lugging of cable if required .Power Cable tightness checks, sealing if required, Motor space heater healthiness checking and correction if required, Earthing Cable connection checking and correction if required bolting back the cable termination box , providing any small missing/damaged hardware's like nuts, bolts etc. Opening of Motor Fan cover, cleaning and inspection and then closing the cover, cleaning of grease point area, Maintenance of Local control station (LCS) as directed all complete with labour and material as per the instruction of Engineer-in-Charge.		
1.1	Motor rating up to $\leq 15\text{kW}$	100	Each
1.2	Motor rating from $15\text{kW} < \text{to} \leq 30\text{kW}$	50	Each
1.3	Motor rating from $30\text{kW} < \text{to} \leq 100\text{kW}$	50	Each
1.4	Motor rating from $100\text{kW} < \text{to} \leq 300\text{kW}$	50	Each
2	BREAKDOWN MAINTENANCE OF LV MOTOR		
	Job shall include opening of cable termination box, cleaning, Checking healthiness of Motor and its cable, Meggering and RLC checking. Re-lugging if required. Check for any Motor jamming Checking motor feeder Panel healthiness ,feeder module checking and outgoing cable healthiness checking, cable Re-lugging if required and checking of LCS healthiness. All as per instructions from SIC-Electrical.		
2.1	Motor rating up to $\leq 15\text{kW}$	50	Each
2.2	Motor rating from $15\text{kW} < \text{to} \leq 30\text{kW}$	25	Each
2.3	Motor rating from $30\text{kW} < \text{to} \leq 100\text{kW}$	25	Each



2.4	Motor rating from 100kW < to ≤ 300kW	25	Each
3	INSTALLATION OR REMOVAL OF LV MOTOR		
	Installation or removal of LV motor (including Cable Connection or Disconnection, Installation or Removal from foundation as per instructions of SIC.		
3.1	Motor rating up to ≤15kW	50	Each
3.2	Motor rating from 15kW < to ≤ 30kW	25	Each
3.3	Motor rating from 30kW < to ≤ 100kW	25	Each
3.4	Motor rating from 100kW < to ≤ 300kW	25	Each
4	MAINTENANCE OF HV (11kV) MOTORS		
	Preventive maintenance of HV motor (As per PM Checklist)Job shall include opening of cable termination box, Motor TB Gasket inspection and replacement if required, Motor body and MTB cleaning, RLC measurement of Motor and meggering of Motor and its Power cable. Re-lugging of cable if required .Power Cable tightness checks, sealing if required, Motor space heater healthiness checking and correction if required, Earthing Cable connection checking and correction if required bolting back the cable termination box , providing any small missing/damaged hardwares like nuts, bolts etc. Opening of Motor Fan cover, cleaning and inspection and then closing the cover, cleaning of grease point area, Maintenance of Local control station (LCS) as directed all complete with labour and material as per the instruction of Engineer-in-Charge.		
4.1	Motor rating up to ≤1000kW	10	Each
4.2	Motor rating from 1000kW < to ≤ 3000kW	10	Each
5	INSTALLTION OR REMOVAL OF HT MOTOR		
	Installation or removal of HT motor (including Cable Connection or Disconnection, Installation or Removal from foundation as per instructions of SIC.		
5.1	Motor rating up to ≤1000kW	3	Each
5.2	Motor rating from 1000kW < to ≤ 3000kW	3	Each
6	MAINTENANCE OF MV (3.3kV) MOTORS		

	Preventive maintenance of MV motor (As per PM Checklist),Job shall include opening of cable termination box, Motor TB Gasket inspection and replacement if required, Motor body and MTB cleaning, RLC measurement of Motor and meggering of Motor and its Power cable. Re-lugging of cable if required .Power Cable tightness checks, sealing if required, Motor space heater healthiness checking and correction if required, Earthing Cable connection checking and correction if required bolting back the cable termination box , providing any small missing/damaged hardwares like nuts, bolts etc. Opening of Motor Fan cover, cleaning and inspection and then closing the cover, cleaning of grease point area, Maintenance of Local control station (LCS) as directed all complete with labour and material as per the instruction of Engineer-in-Charge.		
6.1	Motor rating up to $\leq 500\text{kW}$	20	Each
6.2	Motor rating from $500\text{kW} < \text{to} \leq 1000\text{kW}$	10	Each
7	BEARING REPLACEMENT OF LV MOTOR		
7.1	Motor rating up to $\leq 500\text{kW}$	20	Each
7.2	Motor rating from $500\text{kW} < \text{to} \leq 1000\text{kW}$	20	Each
8	INSTALLTION OR REMOVAL OF MV MOTOR		
	Installation or removal of MV motor (including Cable Connection or Disconnection, Installation or Removal from foundation as per instructions of SIC.		
8.1	Motor rating up to $\leq 500\text{kW}$	5	Each
8.2	Motor rating from $500\text{kW} < \text{to} \leq 1000\text{kW}$	5	Each
9	OIL REPLACEMENT IN MOTOR SLEEVE BEARINGS	5	Each
	Job scope include Oil topup or replacement of HT Motor Sleeve bearings as per the instructions of SIC.		
10	MOV ACTUATOR MAINTENANCE	25	Each
	Preventive Maintenance of motor operated Valve actuators. Job scope includes cleaning Actuator body,Power & control TB inspection, looseness checking and tightness if required, Re-lugging if required.Motor IR checking,Torque and limit setting checking & correction if required,earthing cable checking and correction if required,Electronic card replacement as per instructions of SIC.		

B	SWITCHGEARS		
1	MAINTENANCE OF 11KV SWITCHBOARD PANELS	25	Each
	Preventive Maintenance of HV (11kV) Switchgear Panel excluding VCB (As per PM checklist).Job shall include opening of back cover of switchgear panel (1 vertical), racking out the breaker, assistance during testing, cleaning of the panel, insulator bushing, CTs & the cubicle, tightness check of the cables, applying HT/LT tape if required (will be free issue by HURL, bolting back the covers, Bus Bar Job shall include opening of top cover to access the bus bars, assistance during testing, cleaning of the chamber, insulator bushing, CTs etc., tightness check of the bus bar joint, replacing any parts if required, applying HT/LT tape if required (will be free issue by HURL), bolting back the covers all complete with labour and material as per the instruction of Engineer-in-Charge.		
2	MAINTENANCE OF 11KV SWITCHGEAR VCB		
	Preventive Maintenance of VCB (Vacuum circuit breaker) of HV (11kV) feeders/ICOG Panel (As per PM checklist)Job shall include racking out the breaker, assistance during testing, cleaning of the VCB Parts, tightness check of insulators, breaker auxiliary contacts, all loose connection (power & control)checking and tightening as required, ON-OFF,TRIP Operation checking & necessary rectification as required.RL2 coil checking ,IR Value checking by 5kV Megger & contact resistance measurement, recording in the register/check sheet as per instruction by the EIC.		
2.1	11kV, VCB rating up to $\leq 1250A$	25	Each
2.2	11kV, VCB rating from $1250A < \text{to} \leq 1600A$	10	Each
2.3	11kV, VCB rating from $1600A < \text{to} \leq 2500A$	5	Each
3	MAINTENANCE OF 3.3KV SWITCHBOARD PANELS	15	Each
	Preventive Maintenance of HV (3.3kV) Switchgear Panel excluding VCB (As per PM checklist).Job shall include opening of back cover of switchgear panel (1 vertical), racking out the breaker, assistance during testing, cleaning of the panel, insulator bushing, CTs & the cubicle, tightness check of the cables, applying HT/LT tape if required (will be free issue by HURL, bolting back the covers, Bus Bar Job shall include opening of top cover to access the bus bars, assistance during testing, cleaning of thechamber, insulator bushing, CTs etc., tightness check of the bus bar joint, replacing any parts if required, applying HT/LT tape if required (will be free issue by HURL), bolting back the covers all complete with labour and material as per the instruction of Engineer-in-Charge.		
4	MAINTENANCE OF 3.3KV SWITCHGEAR VCB		

	Preventive Maintenance of VCB of HV (3.3kV) feeders/ICOG Panel (As per PM checklist).Job shall include racking out the breaker, assistance during testing, cleaning of the VCB Parts, tightness check of insulators, breaker auxiliary contacts, all loose connection (power & control)checking and tightening as required, ON-OFF,TRIP Operation checking & necessary rectification as required.RL2 coil checking , IR Value checking by 2.5 kV Megger & contact resistance measurement, Closing & trip timing checks through testing equipment recording in the register/check sheet as per instruction by the EIC.		
4.1	3.3kV, VCB rating up to $\leq 630A$	10	Each
4.2	3.3kV, VCB rating from $630A < \text{to} \leq 800A$	5	Each
4.3	3.3kV, VCB rating from $800A < \text{to} \leq 1250A$	5	Each
5	MAINTENANCE OF 415V LT SWITCHBOARD PANELS	50	Each
	Preventive Maintenance of LV (415V) Switchgear panels (As per PM checklist).Job shall include opening of back cover of switchgear panel (1 vertical), racking out the breaker, assistance during testing, cleaning of the panel, insulator bushing, CTs & the cubicle, tightness check of the cables, applying HT/LT tape if required (will be free issue by HURL, all Panel doors gasket condition checking & replacement if required, bolting back the covers. Dead Bus Bars insulation & tightness checking all complete with labour and material as per the instruction of Engineer-in-Charge.		
6	MAINTENANCE OF 415V SWITCHGEAR ACB		
	Preventive Maintenance of LV (415V) ACB (As per PM checklist).Job scope shall include Racking out of Circuit Breaker ,Check for freeness of rack-in and rack-out mechanism and observe for wear and tear. Panel thorough checking/cleaning, Cable termination checking/tightening. Checking of ON, OFF, TRIP & Spring charge operation both electrically and mechanically & rectification, INOUT movement to be checked and lubricant to be provided if required, loose connection both power & control to be checked and tightened as required, contacts point are to be checked/cleaned, indication lamps to be checked/replaced as required, any other damaged spare to be replaced, Inspect of signs of overheating on current carrying & insulating components (contact jaws, cradle terminals & terminal support) .Check condition of power and arcing contacts. Check for any physical damage on arc chute. Carry out insulation resistance test with 500 V Megger post maintenance and record the value. checking manual ON-OFF operation of breaker.		
6.1	415V, ACB rating up to $\leq 630A$	20	Each
6.2	415V, ACB rating from $630A < \text{to} \leq 800A$	40	Each

6.3	415V, ACB rating from 800A < to ≤ 1250A	20	Each
6.4	415V, ACB rating from 1250A < to ≤ 3200A	10	Each
7	MAINTENANCE OF (415V) SFU /CONTACTOR BASED PANELS		
	Preventive Maintenance of PMCC/MCC/Auxiliary 415V Switchboards Panels (As per PM checklist).Job scope shall include Maintenance of power feeder Modules, Cleaning, Inspecting any signs of overheating and correction. Tightness checking, LYRA contact checking and correction if required, outgoing Power cable terminal connection checking and tightness. Faulty lamp and measuring instrument replacement if required, all as per instruction of SIC.		
7.1	Power feeder rating up to ≤32A	75	Each
7.2	Power feeder rating from 32A < to ≤ 63A	75	Each
7.3	Power feeder rating from 63A < to ≤ 125A	50	Each
7.4	Power feeder rating from 125A < to ≤ 250A	50	Each
7.5	Power feeder rating from 250A < to ≤ 400A	30	Each
7.6	Power feeder rating from 400A < to ≤ 630A	30	Each
8	MAINTENANCE OF 132KV OUTDOOR SWITCHYARD EQUIPMENTS	1	Lot
	<p>Job scope shall include :</p> <p>1.Maintenance of 132KV Switchyard to be done yearly or on need basis as per the check sheet.</p> <p>2.Following installed equipment's maintenance shall have to be done</p> <p>a)Maintenance of Instrument transformers ( CT and PT )</p> <p>b)Maintenance of Battery and chargers</p> <p>c)Maintenance of Lightning arresters</p> <p>d)Maintenance of Isolators</p> <p>e)Maintenance of Insulators supporting the conductors.</p> <p>f)Maintenance of Transformers (2 Nos) 16/20 MVA ,132KV/11KV</p> <p>g)Maintenance of Isolator Switchgear Panels (11KV)</p> <p>h)Maintenance of Earth pits</p> <p>3.Switchyard structure, conductors, Clamping must be checked before monsoon for any abnormality.</p> <p>4.Dry grass vegetation in the yard to be removed periodically.</p> <p>5.Earthling wire healthiness to be checked</p> <p>6.Inspection and painting of structure to be carried out periodically.</p> <p>7.Earthling check to be carried out once in a year.</p>		

	8.Thermography survey of all electrical connection to be carried out once in Six months.		
9	BATTERY CHARGER MAINTENANCE		
	Preventive Maintenance of Battery Chargers of all rating (As per PM checklist) 1.Condition monitoring a) Monitoring and recording of Voltage, Current , Indication LEDs as per the checklist provided by HURL. 2.Preventive maintenance: Job Includes, a)Opening the module cover & ensuring isolation of all conducting parts with the help of a multi meter. b)All connections should be inspected for signs of overheating or carbonization. c) All the connection should be tightened. d) The module panel should be vacuumed to remove deposited dust particles. e) All heating, ventilating, air conditioning and humidity control systems to be checked for proper operation to ensure free flow of air. Ventilating duct filters should be cleaned. f)Inspect Transformers & heat sink for any discoloration. Looseness of insulation,buckling of laminations can be due to hot spots. g)Any observed abnormality in control cards, rectifier modules or any other electronic component should be reported to the SIC and if possible to be replaced.(Material shall be provided by HURL).		
9.1	Battery Charger 24V FCBC of rating $\leq 50A$	5	Each
9.2	Battery Charger 220V FCBC of rating $\leq 50A$	5	Each
9.3	Battery Charger 220V FCBC of rating $50A < \text{to} \leq 100A$	5	Each
9.4	Battery Charger 220V FCBC of rating $100A < \text{to} \leq 150A$	5	Each
10	MAINTENANCE OF UPS		
	Preventive Maintenance of 115/240V UPS (As per PM checklist) 1.Condition monitoring a) Monitoring and recording of Voltage, Current & frequency, Temperature Readings, Indication LEDs as per the checklist provided by HURL. 2.Preventive maintenance: Job Includes, a)Opening the module cover & ensuring isolation of all conducting parts with the help of a multi meter. b)All connections should be inspected for signs of overheating or carbonization. c) All the connection should be tightened. d) The module panel should be vacuumed to remove deposited dust particles. e) All heating, ventilating, air conditioning and humidity control systems to be checked for proper operation to ensure free flow of air. Ventilating duct filters should be cleaned. f)Inspect filter capacitors on the inverter output for any leakage, swelling or discoloration & replace if necessary.		

	g)Inspect Transformers & heat sink for any discoloration. Looseness of insulation, buckling of laminations can be due to hot spots. I)Any observed abnormality in control cards, rectifier unit, inverter unit or any other electronic component should be reported to the SIC and if possible to be replaced.(Material shall be provided by HURL).		
10.1	UPS of rating $\leq 1.5\text{kVA}$	5	Each
10.2	UPS of rating $5\text{kVA} < \text{to} \leq 10\text{kVA}$	5	Each
10.3	UPS of rating $10\text{kVA} < \text{to} \leq 30\text{kVA}$	5	Each
10.4	UPS of rating $80\text{kVA} \& \leq 150\text{kVA}$	5	Each
11	MAINTENANCE OF DISTRIBUTION BOARDS		
	Job scope shall include cleaning and tightness of all power and control cables, Re-lugging of cables if required, inspection of any overheating, replacement of any faulty components and lamps as required		
11.1	Preventive Maintenance of 115/240V ACDB (As per PM checklist)	20	Each
11.2	Preventive Maintenance of 220V DCDB (As per PM checklist)	10	Each
11.3	Preventive Maintenance of 415V MLDB (As per PM checklist)	10	Each
11.4	Preventive Maintenance of 415V Wall/Structure mounted distribution board (As per PM checklist)	10	Each
11.5	Preventive Maintenance of DCLP Wall/Structure mounted distribution board (As per PM checklist)	10	Each
11.6	Preventive Maintenance of Wall/Structure mounted feeder pillar box (As per PM checklist)	25	Each
11.7	Preventive Maintenance of Wall/Structure mounted Welding receptacle (As per PM checklist)	25	
12	CAPACITOR BANK MAINTENANCE	8	Each
	Capacitor Bank Maintenance as per PM Checklist/Best Maintenance Practices. Job scope shall include, 1.Visual Inspection a)Monitor the capacitor load current and record the same. b)Check for damage to the bushings. c)Check for dirt on the bushings. d)Each capacitor should be inspected for leaks, bulges or discoloration. e)Check for the healthiness of the fuses in the capacitor feeder. f)Check that the ventilation openings of the capacitor housings are not blocked. g)In case of outdoor capacitors ensure proper monsoon protection. h)Ensure that fencing provided for outdoor capacitors is intact. Also danger signs indicating capacitors voltage levels and prohibiting entry to unauthorized persons are in the designated locations.		

	<p>2.Routine Maintenance</p> <p>a)Isolate the capacitor as per the standard isolating procedure.</p> <p>b)After isolation allow the capacitor voltage to reduce to a lower value through the discharge resistor for a fixed period (5 minutes for HT capacitors &amp; 1 minute for LT capacitors).</p> <p>c)Discharge the capacitor to earth using an insulated earthing rod.</p> <p>d)The capacitor case, the insulating bushings, and any connections that are dirty or corroded should be cleaned.</p> <p>e)Check the tightness of the power connections</p> <p>f)Ensure proper vermin proofing.</p> <p>g)Check the healthiness of the discharge resistor.</p> <p>h)Liquid-filled capacitor found to be bulging or leaking should be replaced.</p> <p>I)If fuses of the capacitor are found blown, investigate reasons for blown fuse. The same shall than be replaced by fuses with the same, after rectification of the cause</p> <p>j)Any obstructions at ventilation openings in capacitor housings should be removed, and adequate ventilation must be provided and maintained.</p>		
13	CT/PT REPLACEMENT IN HT/LT SWITCHBOARDS		
	Job scope shall include Opening of CT/PT Chamber/panel door, Cable disconnection ,old CT/PT removal and installation of new CT/PT with complete wiring, assistance for testing, Cable reconnection and putting back the panel door all as per instructions of SIC.		
13.1	11KV SWITCHBOARD PANEL CT/PT	6	Each
13.2	3.3KV SWITCHBOARD PANEL CT/PT	6	Each
13.3	415V SWITCHBOARD PANEL CT/PT	6	Each
14	TEMP CONN.HYDROJETTING M/C.UPTO 200 KW	6	Each
	"To provide temporary electrical connections for Hydrojecting machine of rating up to 200KW.Contractors Scope : Providing power and earthing connections for Hydro jetting machine. Lifting, shifting, laying and terminations are in scope of contractor. Job also involves proper glanding & termination at both the Power JB end & at the Machine end with proper sealing. Suitable cables will be provided by HURL. Job also includes meggaring of motor & starter by the contractor. Job to be done as per instructions of HURL Engineer."		
15	TRANSFORMER MAINTENANCE	10	Each



	Preventive Maintenance of Transformers. Job scope includes checking of H.T. & L.T. Terminal ,Box, body cleaning & checking of NGR earthing connection, Bus duct Maintenance and cleaning of Maintenance, Marshelling box Maintenance, Silica Gel replacement, attending Oil leakages, if any and IR measurement of Transformer. .Power Oil replacement/top-up in Transformer, testing of trafo mech protection system with switchgear		
16	VFD Maintenance as per PM Checklist/Best Maintenance Practices	10	Each
<b>C</b>	<b>LIGHTING/EARTHING</b>		
1	EARTHING WITH BARE GI WIRE/ Rope		
	Job scope shall include providing and connecting equipment's with earth bus bar including supply and fixing of bare GI wire of following sizes and making connection with equipment by means of GI bolts, nuts,washers, copper lugs etc. all complete with labour and materials as per direction of Engineer-in-Charge.		
1.2	Installation of 8SWG GI wire for earthing	100	M
2.2	Installation of 10mm GI wire for earthing	200	M
2	EARTHING WITH GI STRIP		
	Earthing with GI strip including providing and connecting equipments with earth bus bar, supply and fixing of bare GI wire of following sizes and making connection with equipment by means of GI bolts, nuts, washers, copper lugs etc. all complete with labour and materials as per direction of Engineer-in-Charge.		
2.1	Installation / connection of earthing Strip GI-75X10MM	100	M
2.2	Installation / connection of earthing Strip GI-50 X 6mm	100	M
3	EARTH PIT INSTALLATION/CORRECTION		
3.1	EARTH PIT RESISTANCE MEASUREMENT	100	Each
	Job scope shall include measuring earth pit Resistance of Earth Pit Individual and with Combined Earth grid and Recording the measured Values		
3.2	INSTALLATION OF EARTH PITS AS PER IS 3043	15	NOS

	Job scope shall include Preparation of earthing station as per IS 3043 including supply of all necessary material for earthing station.i.e. Electrode, connecting link, Charcoal, salt, RCC Cover of pit & necessary masonry work. Work shall be complete with all labour & material.		
4	MONSOON PROTN-EXD TYPE POWER SOCKET	100	Each
	Job includes replacement of gasket & closing knobs & putty to be applied at cable glands & holes to be sealed with metal/rubber plugs as per the directions of Engineer-In-Charge.		
5	MONSOON PROTN-EXD TYPE LIGHT DB	50	Each
7	CHECK & RECTI.OF LIGHT CIRCUIT NON-HAZ	100	NOS
	"Checking and rectification of lighting circuit in non-hazardous area for wiring fault like open circuit, short circuit, leakage fault etc on circuit base for concealed, conduit, CTS wiring including disconnection/reconnection of wire, meggering of wire strictly as per directions of EIC.Replacement of faulty components to be paid separately."		
8	CHECK& RECTI.OF LIGHT CIRCUIT HAZ-AREA	50	NOS
	"Checking and rectification of lighting circuit in hazardous area for wiring fault like open circuit, short circuit, leakage fault, termination in JB etc on circuit base for concealed, conduit, CTS wiring including disconnection/reconnection of wire, meggering of wire strictly as per directions of EIC.Replacement of faulty components to be paid separately."		
<b>D</b>	<b>CABLES</b>		
1	Removal-Telephone cable joint-straight through-Polyethylene Insulated Jelly Filled-20Pair "Remove Telephone Cable joint: The job involves: A) Removal of straight through telephone cable joint(Polyethylene insulated jelly filled-PIJF) for following size of telephone cable.B) Job shall be completed at all heights / locations, in all respect with labor & tools tackles as per direction of EIC. C)Tools & tackles, all PPE, consumables shall be in contractor scope."		
1.1	REM TEL CAB.JNT ST TH-PIJF-02 PAIR	20	Each
1.2	REM TEL CAB.JNT ST TH-PIJF-05 PAIR	30	Each
1.3	REM TEL CAB.JNT ST TH-PIJF-20PAIR	30	Each

2	LT Cable laying under ground ( Overall outer diameter of cable)Excavation excluded Job involves:A)Laying of armoured/unarmoured PVC / XLPE LT/HT-YFY/YWY/AYFY/AYWY-Voltage grade up to 1.1/6.6/11/33/66 KV-Power / Control and other cables of following sizes under ground locations.Excavation,back filling, providing sand & bricks if executed by thecontractor shall be payable separately. If cable laying is in RCC trenches, handling of RCC covers (removing & re fixing) shall be payable separately.B)Job Includes checking IR value & continuity, unpacking,coiling/uncoiling, straightening & laying of cable .Supply & fixing of aluminium Tags(minim. 2 mm thick) at specified intervals & available at both ends, supply of aluminium clamps with GI hardware and dressing of cables as directed by EIC will be under contractor's scope.C)Job shall be completed at all locations, in all respect with labour & tools tackles as per direction of EIC. Supply of Cables shall be in the Owners Scope. Housekeeping & shifting of scrap to designated place will be under contractor's scope.D)Transportation of cable from store/yard to designated location and back will be paid separately as per available service code. Tools-tackles, all PPE and consumables shall be in the scope of Contractor.		
2.1	CAB.LAY-UNDER GROUND <= 21.5 MM OD	1000	M
2.2	CAB.LAY-UNDER GROUND 22-TO 50 MM OD	1000	M
2.3	CAB.LAY-UNDER GROUND 51 TO 100 MM OD	1000	M
3	<b>CABLE TERMINATION AND GLANDING</b> Job Involves: A)End termination with single / double compression gland (Weather Proof/Flame Proof - Indoor/Outdoor) of LT (Voltage grade up to 1.1KV) cable of following sizes (Armoured PVC/XLPE Insulated). B)Job includes cutting, stripping, glanding with nickel plated brass single / double compression gland, lugging and termination. Connection also to be done by the contractor after checking insulation value with insulation tester.C) Job shall be completed in all respect as per direction of EIC. D)Supply of Lugs, Glands, scaffolding shall be in the Owners Scope. E)material transportation at all height/location, tool-tackles, all PPE, consumables shall be in the scope of contractor.		
3.1	Cable glanding and termination-LT cable 1.1kv- 1Core X 400 sqmm	6	Each
3.2	Cable glanding and termination-LT cable 1.1kv- 16 Core X<=2.5sqmm	50	Each
3.3	Cable glanding and termination-LT cable 1.1kv- 1CX >185 to 300sqmm	10	Each
3.4	Cable glanding and termination-LT cable 1.1kv- 19CX <=2.5sqmm	50	Each
3.5	Cable glanding and termination-LT cable 1.1kv- 12CX <=2.5sqmm	50	Each
3.6	Cable glanding and termination-LT cable 1.1kv- 7CX <=2.5sqmm	50	Each

3.7	Cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX 300 sqmm	10	Each
3.8	Cable glanding and termination-LT cable 1.1kv- 27CX ≤2.5sqmm	50	Each
3.9	Cable glanding and termination-LT cable 1.1kv- 37CX ≤2.5sqmm	50	Each
3.10	Cable glanding and termination-LT cable 1.1kv- 1CX ≤16sqmm	25	Each
3.11	Cable glanding and termination-LT cable 1.1kv- 1CX >35 to 70 sqmm	25	Each
3.12	Cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX 240 sqmm	10	Each
3.13	Cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX 185 sqmm	10	Each
3.14	Cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX 150 sqmm	10	Each
3.15	Cable glanding and termination-LT cable 1.1kv- 1CX >70 to 120sqmm	10	Each
3.16	Cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX >70 to 120 sqmm	10	Each
3.17	Cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX >35 to 70 sqmm	25	Each
3.18	Cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX >16 to 35 sqmm	25	Each
3.19	Cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX >6 to 16 sqmm	25	Each
3.20	Cable glanding and termination-LT cable 1.1kv- 2 to 4CX 4 to 6 sqmm	100	Each
3.21	Cable glanding and termination-LT cable 1.1kv- 2 to 4CX ≤2.5sqmm	150	Each
3.22	Cable glanding and termination-LT cable 1.1kv- 1CX >120 to 185sqmm	10	Each
4	Removal of cable glanding and termination Job Involves: A) Disconnection, removal of end termination along with single / double compression gland (Weather Proof/Flame Proof - Indoor/Outdoor) of LT (Voltage grade up to 1.1KV) cable of following sizes (Armoured PVC/XLPE Insulated). B) Job shall be completed in all respect as per direction of EIC. C) Transportation of all materials from designated storage locations to work place and returning surplus materials / scrap to designated places is included in contractor's scope. All tools-tackles, all PPE and consumables shall be in Contractor's scope		
4.1	Removal of cable glanding and termination-LT cable 1.1kv- 1CX >300 sqmm	5	Each
4.2	Removal of cable glanding and termination-LT cable 1.1kv- 1CX >185 to 300sqmm	5	Each

4.3	Removal of cable glanding and termination-LT cable 1.1kv- 1CX >120 to 185sqmm	5	Each
4.4	Removal of cable glanding and termination-LT cable 1.1kv- 1CX >70 to 120sqmm	5	Each
4.5	Removal of cable glanding and termination-LT cable 1.1kv- 1CX >35 to 70 sqmm	5	Each
4.6	Removal of cable glanding and termination-LT cable 1.1kv- 1CX >16 to 35sqmm	5	Each
4.7	Removal of cable glanding and termination-LT cable 1.1kv- 1CX <=16sqmm	20	Each
4.8	Removal of cable glanding and termination-LT cable 1.1kv- 37CX <=2.5sqmm	20	Each
4.9	Removal of cable glanding and termination-LT cable 1.1kv- 27CX <=2.5sqmm	20	Each
4.10	Removal of cable glanding and termination-LT cable 1.1kv- 19CX <=2.5sqmm	40	Each
4.11	Removal of cable glanding and termination-LT cable 1.1kv- 12CX <=2.5sqmm	40	Each
4.12	Removal of cable glanding and termination-LT cable 1.1kv- 7CX <=2.5sqmm	40	Each
4.13	Removal of cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX 300 sqmm	10	Each
4.14	Removal of cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX 240 sqmm	10	Each
4.15	Removal of cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX 185 sqmm	10	Each
4.16	Removal of cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX 150 sqmm	10	Each
4.17	Removal of cable glanding and termination-LT cable 1.1kv- 2 to-3.5CX >70 to 120 sqmm	10	Each
4.18	Removal of cable glanding and termination-LT cable 1.1kv- 2 to -3.5CX >35 to 70 sqmm	10	Each
4.19	Removal of cable glanding and termination-LT cable 1.1kv- 2 to 3.5CX >16 to 35 sqmm	10	Each
4.20	Removal of cable glanding and termination-LT cable 1.1kv- 2 to 4CX >6 to 16 sqmm	30	Each
4.21	Removal of cable glanding and termination-LT cable 1.1kv- 2 to 4CX 4 to 6 sqmm	30	Each
4.22	Removal of cable glanding and termination-LT cable 1.1kv- 2 to 4CX <=2.5sqmm	100	Each

5	<p>Job involves:</p> <p>A) Laying of different size of pipes(GI/Hume/HDPE/PVC etc. as FIM) in pre-excavated trench/above ground locations.</p> <p>B) Job includes transportation of pipe from Workshop/ware house/any other designated site to work place and returning surplus materials/scrap to designated places.</p> <p>C) Job shall be completed in all respect with labour &amp; tools tackles as per direction of EIC.</p> <p>D) Job excludes earth excavation and refilling of sand.</p> <p>E) Transportation of material, tool-tackles &amp; man power shall be in the contractor's scope.</p>		
5.1	PVC/HDPE pipe laying for cable- >75 to 150 mm dia	50	M
5.2	PVC/HDPE pipe laying for cable- >150 mm dia	50	M
5.3	GI pipe laying for cable<=75mm dia	50	M
5.4	PVC/HDPE pipe laying for cable<=75mm dia	50	M
6	INSTAL LT AND HT CABLE ROUTE MARKER MS CHANNEL TYPE	50	Each
	Installation of LT cable route marker MS channel type as per directions & approval of EIC.Job shall be completed in all respects with utmost safety precautions. All tools & tackles under contractor's scope as per the contract.		
7	<p>Job involves:A) Laying of armoured/unarmoured PVC / XLPE LT/HT-YFY/YWY/AYFY/AYWY-Voltage grade up to 1.1/3.3/11 KV-Power / Control and other cables of following sizes above ground .B) Job Includes checking IR value &amp; continuity, unpacking, coiling/uncoiling, straightening &amp; laying of cable on already fixed trays(cable tray laying paid separately).Supply &amp; fixing of aluminium Tags(minim. 2 mm thick) at specified intervals &amp; available at both ends, supply of aluminium clamps with GI hardware and dressing of cables as directed by EIC will be under contractor's scope. C) Job shall be completed at all heights / locations, in all respect with labour &amp; tools tackles as per direction of EIC. Supply of Cables, ladder, scaffolding shall be in the Owners Scope. Housekeeping &amp; shifting of scrap to designated place will be under contractor's scope.D) Transportation of cable from store/yard to designated location and back will be paid separately as per available service code. Tools-tackles, all PPE and consumables shall be in the scope of Contractor.</p>		
7.1	Cable laying above ground > 100 mm OD ( Overall outer diameter of cable) Excavation excluded	200	M
7.2	Cable laying above ground 51 to 100 mm OD ( Overall outer diameter of cable) Excavation excluded	500	M
7.3	Cable laying above ground 22.5 to 50 mm OD ( Overall outer diameter of cable) Excavation excluded	1000	M

7.4	Cable laying above ground $\leq 21.5$ mm OD ( Overall outer diameter of cable) Excavation excluded	1000	M
8	FABRIC & ERECT PERFORATED/ LADDER TRAY LAYING: All types of Cable Tray laying job involves : A) Fabrication, Installation, painting of supports and Coupling of cable tray as per EIC, B) Transportation of cable tray from the Store/Yard/Shope to site at all Location/Height and back, all Consumable, Tools and tackles, PPE, fasteners and clamps are in contractor scope. Note : after installation, Cable Tray length should be considered by centreline of the cable tray.		
8.1	CABLE TRAY LAYING >100MM TO 150MM	100	M
8.2	LAYING OF CABLE TRAY ABOVE 150MM UPTO 250MM	100	M
8.3	LAYING OF CABLE TRAY, >250MM TO 450MM	100	M
8.4	LAYING OF CABLE TRAY UPTO 100MM	100	M
8.5	CABLE TRAY LAYING >450MM TO 600MM	50	M
8.6	CABLE TRAY LAYING >600 TO 750 MM	50	M
9	FABRIC & ERECT PERFORATED/ LADDER TRAY BEND .Job involves fabricating ladder type cable tray bends of various sizes at site and installation/erection as per requirements. Detailed scope as per the contract		
9.1	FABR & EREC LAD TRAY BEND >600 UPTO 750MM	20	Each
9.2	FABR & EREC LAD TRAY BEND >450 UPTO 600MM	20	Each
9.3	FABR & EREC LAD TRAY BEND >150 UPTO 250MM	20	Each
9.4	FABR & EREC LAD TRAY BEND >100 UPTO 150MM	20	Each
9.5	FABR & EREC LAD TRAY BEND >75 UPTO 100MM	20	Each
9.6	FABR & EREC LAD TRAY BEND UPTO 75MM	20	Each
10	Laying and termination-Telephone cable of different sizes "Laying of Telephone Cable :The job involves: A) laying of telephone cables for following size of telephone cable. B) Job shall be completed at all heights / locations, in all respect with labour & tools tackles as per direction of EIC. C)Tools & tackles, all PPE, consumables shall be in contractor scope."		
10.1	Laying and termination TEL CAB.-02 PAIR	500	M

10.2	Laying and termination CAB.-05 PAIR	500	M
10.3	Laying and termination CAB.-20PAIR	500	M
10.4	Telephone installation/removal with its LAN and supply connection	50	Each
10.5	FO Cable Laying	500	M
10.6	FO cable termination/Splicing/testing	50	Each
10.7	LHS Cable laying for Fire systems	500	M
E	FP/NFP (FLAME PROOF/NON FLAME PROOF) LIGHTING & CEILING FAN EQUIPMENT MAINTENANCE		
1	Repl. of electrical equipment - Non flame proof / flame proof fixture: The job involves: A) Replacement of electrical equipment including remove and connection of wiring(whenever applicable) in non flame proof fixtures B) Job shall be completed in all respect as per direction of EIC. C) material transportation from store / yard / warehouse to designated location and back, all tools & tackles , PPEs, shall be in the contractor's scope. D) All spares under owner's scope. Contractor shall submit all replaced defective material back to HURL		
1.1	Replacement of LED/GLS lamps/floodlight fixture lamp 300/500/400/250/150 Watt	200	NOS
1.2	Replacement of choke/ballast in high/medium bay type fluorescent tube fixture	100	NOS
1.3	Replacement of items like ceiling fan pin/rubber bush	50	NOS
1.4	Replacement of LED/DC/GLS lamps/CFL up to 100 Watt in normal fitting	500	NOS
1.5	Replacement of lamp holder in aviation fixture	50	NOS
1.6	Replacement of condenser/starter in open industrial reflector type fluorescent tube fixture	50	NOS
1.7	Replacement of condenser/starter in decorative type fluorescent tube fixture	50	NOS
1.8	REP.OF 20/36/40/80 WATT FLUOR TUBES	300	NOS
1.9	Replacement of condenser/starter in high/medium bay type fluorescent tube fixture	50	NOS
1.10	Replacement of choke /ballast in HPMV/HPSV/LPSV/MLL/GLS fittings	50	NOS



1.11	Replacement of miscellaneous items like ceiling rose / pendant holder / terminal etc.	50	NOS
2	Repl. of electrical equipment - flame proof fixture: The job involves: A) Replacement of electrical equipment including remove and connection of wiring(whenever applicable) in flame proof fixtures B) Job shall be completed in all respect as per direction of EIC. C) material transportation from store / yard / warehouse to designated location and back, all tools & tackles, PPEs, shall be in the contractor's scope. D) All spares under owner's scope. Contractor shall submit all replaced defective material back to HURL		
2.1	Replacement of lamps in different fitting HPMV/HPSV/LPSV/MLL/Blended lamp/halogen lamp/LED Lamp	300	NOS
2.2	Replacement of starter holder/lamp holder	100	NOS
2.3	Replacement of lamp holder /connectors in LED/HPMV/HPSV/LPSV/MLL/GLS fittings	100	NOS
2.4	Replacement of louvres / diffusers for fluorescent fixture in safe area	100	NOS
2.5	Replacement of Perspex cover/protective glass/decorative dome for different fitting and all ratings	50	NOS
2.6	Replacement of Toggle Switch complete with connection	100	NOS
2.7	Replacement of lamp in aviation fixture	50	NOS
2.8	"Replacement of wiring of light / fan point, single phase socket with single core insulated wires up to 6sqmm size"	200	M
2.9	Replacement of Bakelite sheet (up to 8 Nos switch / socket combination)	30	NOS
3	"Installation of electrical equipment - Non flame proof fixture: The job involves: A) Installation of following electrical equipment including wiring connection(whenever applicable) in non flame proof fixtures B) Job shall be completed in all respect as per direction of EIC. C) Material transportation from store / yard / warehouse to designated location & back, all tools & tackles, PPEs, consumables shall be in the contractor's scope. "		
3.1	Installation of ELCB / MCB with connection	100	NOS
3.2	Install LED/HPMV/HPSV/MH/MLL/LPS 70/125/150 W NFPF type fixture	100	NOS
3.3	Installation of weather proof type fluorescent tube fixture	25	NOS
3.4	Installation of control gear box / junction box for HPMV / HPSV lamp 70/125/150W	40	NOS
3.5	Installation of high/medium bay type fluorescent tube fixture	50	NOS

3.6	Installation of Timer / Selector switch etc with connection	25	NOS
3.7	Installation of decorative incandescent lamp fixture/CFL	50	NOS
3.8	WIRING USING CSNG&CPNG/RIGID PVC CNDT	500	M
3.9	Installation of flexible conduit(PVC) of all size	200	M
3.10	WIRING USING METALLIC CNDT	200	M
	Wiring using metallic conduit irrespective of no. of wire inside.Wires,conduit as FIM's.Screws,grips,saddles under contractor's scope of supply.		
4	"Removal of electrical equipment - Non flame proof fixture: The job involves: A) Removal of following electrical equipment including remove the connection of wiring(wherever applicable) in non flame proof fixtures B) Job shall be completed in all respect as per direction of EIC.C) Material transportation from designated location to store / yard / warehouse, all tools & tackles, PPEs, consumables shall be in the contractor's scope."		
4.1	Removal of LDB up to 3X12 way-MCB	5	NOS
4.2	Removal of LDB up to 3X7way-MCB	5	NOS
4.3	Removal of LDB up to 3X6way-MCB	5	NOS
4.4	Removal of casing and capping / rigid conduit including wires	300	M
4.5	Removal of Timer / Selector switch etc with connection	25	NOS
4.6	Removal of ELCB / MCB with connection	100	NOS
4.7	Removal of high/medium bay type fluorescent tube fixture	50	NOS
4.8	Removal of Ceiling fan complete with down road including disconnection and wire removal.	50	NOS
4.9	REM OF HIGH BAY FIXTURE	30	NOS
4.10	Removal of aviation lighting fixture ( single / twin )	50	NOS
4.11	Removal of Industrial type lamp fixture	50	NOS
5	"Installation of electrical equipment - Flame proof fixture: The job involves: A) Installation of following electrical equipment including wiring connection(wherever applicable) in flame proof fixture B) Job shall be completed in all respect as per direction of EIC.C) Material transportation from store / yard / warehouse to designated location, all tools & tackles, PPEs, consumables shall be in the contractor's scope. "		

5.1	Install LED/HPMV/HPSV/MH/MLL/LPS 70/125/150 W FP type fixture	300	NOS
5.2	INSTL OF TUBE LIGHT FIXTURE	200	NOS
5.3	Installation of miscellaneous electrical equipment's like buzzer / stabilizer etc	50	NOS
5.4	Installation of Flame proof / Weather proof aviation fixtures	30	NOS
5.5	Installation of control gear box / junction box for HPMV / HPSV lamp 70/125/150W	50	NOS
F	<b>Miscellaneous Electrical works</b>		
1	Removal of exhaust fan with wall opening	10	NOS
2	Removal of air circulator	10	NOS
3	Replacement /installation of MCB box > 6 modules and up to 12 modules	10	NOS
4	Removal of ceiling fan / wall mounted fans on ceiling hook/wall base frame already fixed.	20	NOS
5	CONCEALED WIRING WITH 2.5 MM2 PVC WIRE	200	M
	Concealed wiring job involving circuit wiring for DB, lighting & ceiling fan points on wall/RCC etc. with 2.5 mm2, 650 V grade PVC insulated copper conductor with ISI mark. Colour coding to be used as red,yellow,blue for phases, black for neutral and green for earthing. Each unit length measured consists of a set of 5 lengths of wires (R,Y,B,Black,green)of 1 meter each. Wires/spares/consumables under hurl scope		
6	Installation of ceiling fan / wall mounted fans on ceiling hook/wall base frame already fixed.	50	NOS
7	Installation of air circulator	20	NOS
8	Installation of exhaust fan with wall opening already made & payable separately.	20	NOS
9	Replacement /installation of 5/6 amp switch / socket / plug for decorative lighting accessories	100	NOS
10	Replacement /installation of 16/32/63 AMP SWTH/SOCKET/PLUG	100	NOS
11	Replacement /installation of timers	25	NOS
12	Making wall opening for exhaust fan	5	NOS
13	Installation of Photocell for light control	50	NOS

14	Installation of 1 phase energy meter. Detailed scope as per the contract.	20	NOS
15	Installation & wiring of single phase voltage stabilizer	25	NOS
16	Installation of Meter Box	10	NOS
17	Installation of 3 phase energy meter	20	NOS
18	"Installation of Anchor fasteners with bolt size 1/4" / 3/8"	50	NOS
19	Installation of concrete cable route markers as per standard design	50	NOS
20	Installation of 500 V 63 A (3PH & E) metal clad switch socket/welding socket unit	20	NOS
21	"Replacement of TPN isolators non-MCB type, 125 amp"	50	NOS
22	"Replacement of TPN isolators non-MCB type, 63 Amp"	50	NOS
23	Replacement of TPN isolators MCB type	50	NOS
24	"Erection & commissioning of feeder pillar, 250 AMPS"	10	NOS
25	"Erection & commissioning of feeder pillar, 125 AMPS"	10	NOS
26	"Erection & commissioning of feeder pillar, 63 AMPS"	20	NOS
27	Installation of power distribution board	20	KG
28	Installation of rod/spike type lightning conductor	5	NOS
29	INST.OF INDUST.TYP PUSH BUTTON STN-NFLP	10	NOS
	Installation of industrial type push button station (non-flame proof) on wall / column pedestal with fabrication of necessary mounting and grouting (Fabrication will be paid separately)		
30	INST.OF INDUST.TYP PUSH BUTTON STN-FLP	10	NOS
	Installation of industrial type push button station (flame proof) on wall / column pedestal with fabrication of necessary mounting and grouting (Fabrication will be paid separately)		
31	TEMPORARY CONNECTION OF DEWATERING PUMP	20	NOS
	Temporary connection of dewatering pump to be used for trenches/pits etc. including shifting of pump and accessories from storage location to the work location within HURL site as directed by EIC.		
32	"Replacement of TPN isolators non-MCB type, 250 amp"	50	NOS

33	"Replacement of TPN isolators non-MCB type,400 amp"	50	NOS
34	"Replacement of TPN isolators non-MCB type,630 amp"	50	NOS
35	REM.OF INDUST.TYP PUSH BUTTON STN-FLP	30	NOS
	Removal of industrial type push button station (flame proof)on wall / column pedestal with fabrication of necessary mounting and grouting (Fabrication will be paid separately)		
36	REM.OF INDUST.TYP PUSH BUTTON STN-NFLP	30	NOS
	Removal of industrial type push button station (non-flame proof)on wall / column pedestal with fabrication of necessary mounting and grouting (Fabrication will be paid separately)		
37	FPP-REPAIR OF AVIATION LIGHT FIXTURE	30	NOS
	Repairing of aviation light fixture Repairing of electrical equipment - Flame proof fixture :The job involves: A) Repairing of following electrical equipment in Flame proof fixture B) Job shall be completed in all respect as per direction of EIC. No separate rates shall be admissible for parts replacement. C) Material transportation from store / yard / warehouse to designated location, all tools & tackles, PPEs, consumables shall be in the contractor's scope. Contractor shall submit all replaced material back to HURL		
38	REMOVE TEMP. CONNECT OF DEWATERING PUMP	30	NOS
	Removal of temporary connections of dewatering pump for use in trench/pit etc. including necessary shifting to storage location by the contractor.		
39	DEWATERING OF CABLE TRENCH/PIT	10	D
	"Dewatering of cable trenches/ pits etc, with the help of dewatering pump, to be provided by HURL, as per the directions of EIC. Movement of dewatering pump will be in contractor's scope."		
40	MONSOON PROTEC LIGHT JB	500	Each
	"Monsoon protection of lighting Junction box: Job includes applying aluminium foil tape, putty, silastic for sealing of cable entry's etc. Also cable glands & holes to be sealed with metal/rubber plugs as per directions of Engr-in-charge.		
41	MONSOON PROTEC INDUST.LIGHT DB	100	Each
	"Monsoon protection of industrial type lighting distribution board: Job includes applying aluminium foil tape, putty, silastic for sealing of cable entries etc. Also cable glands & holes to be sealed with metal/rubber plugs as per directions of Engr-in-charge.		
42	MONSOON PROTEC INDUS.TYPE POWER SOCKET	100	Each

	Monsoon protection of industrial type power socket: Job includes applying aluminium foil tape, putty, silastic for sealing of cable entries etc. Also cable glands & holes to be sealed with metal/rubber plugs as per directions of Engr-in-charge.		
43	INS.INT JN BOX>400X400&<600X600MM NFP/FP	10	NOS
	Installation intermediate Junction boxes of size more than 400x400mm & up to 600X600mm, flame proof type/non-flame proof type		
44	INS.INT JN BOX>600X600MM<900X900MM NFP/FP	10	NOS
	Installation intermediate Junction boxes of size more than 600x600mm & up to 1200X1200mm, flame proof type/non-flame proof type		
45	INS.INT.JBOX>900X900&<1200X1200MM NFP/FP	10	NOS
	Installation intermediate Junction boxes of size more than 900x900mm & up to 1200X1200mm, flame proof type/non- flame proof type		
46	INS INT JN BOX>200X200&<400X400MM NFP/FP	10	NOS
	Installation intermediate Junction boxes of size more than 200x200mm & up to 400X400mm, flame proof type/ Non flame proof type		
47	REM CAB.CON.EQUP/PNL-6.6/11KV- <=300SQMM	30	Each
	Removal of cable connection equipment/panel-HT Cable-6.6/11 kv- <=300SQMM		
48	INST INTERM JN BOX <=200X200MM NFP/FP	20	NOS
	Installation intermediate Junction boxes of size up to 200x200mm, flame proof type/ Non flame proof type		
49	MONSOON PROT LCS/ GEARBOX/O/L>20-63A	500	Each
	Monsoon protection of LCS(local control station)/convenience outlet > 20 & up to 63 amps/control gearbox for lighting: Job includes applying aluminium foil/sealing tape, putty, silastic for sealing of cable entries etc. Also cable glands & holes to be sealed with metal/rubber plugs as per directions of Engr-in-charge.		
50	PM OF FLP TPN WELDING SOCKET UPTO 63A	25	NOS
	Checking of flameproof socket,connections,cleaning,replacement of faulty components ,providing monsoon protection, filling PM check sheet as per directions of EIC.		
51	PM OF NFLP TPN WELDING SOCKET UPTO 63A	50	NOS
	Checking of non-flame proof socket, connections, cleaning, replacement of faulty components, providing monsoon protection, filling PM check sheet as per directions of EIC.		
52	Installation / connection of earthing wire 8 /12/14 SWG GI wire	500	M

53	INSTL- HRC FUSE 100A	100	Each
54	INSTL-GI CLAMP FOR MARSHALLING BOX	30	Each
55	INSTL-32SQMM ELMEX CONNECTOR	30	Each
56	INSTLNEOPRENE GASKET OF MARSHL BOX	50	NOS
57	INSTL- MS COVER OF MARSHLING BOX	20	NOS
58	INSTL -4 WAY MARSHALING BOX	20	NOS
59	INSTL- LTST.JT KIT1.1KV3.5CX70SQMM	20	Each
60	INSTL LTST.JT KIT1.1KV3.5CX35SQMM	10	Each
61	INSTL-LTST.JT KIT1.1KV3.5CX25SQMM	10	Each
62	INSTL- LTST.JT KIT1.1KV3.5CX16SQMM	10	Each
63	INSTL- HRC FUSE 63A	100	Each
64	INSTL- HRC FUSE 32A	100	Each
65	INSTL- HRC FUSE UP TO 10A	100	Each
66	INSTL-FUSE BASE WITH TOP16 AMP	100	Each
67	INSTL-.FUSE BASE WITH TOP 32A	100	Each
68	INSTL-FUSE BASE WITH TOP 63A	100	Each
69	INSTL MCP(120X140X80MM) ON WALL	20	Each
70	INST NEW 3/6KEY LOUDOPH POINTS.	50	Each
71	INST. SMOKE/HEAT DETECCR ON CEILIG	300	Each
72	TESTING OF MCPS FOR HEALTHINESS	100	Each
73	Testing of MCPs for healthiness in-coordination with Fire Control Room of all safe as well as IS MCPs		
74	ARTISTIC LETTER / PAINTING BOARDS	100	FT2
75	NAME/NUMBER PAINTING-EQUPT/PIPES	100	FT2

76	INST CABLE IDENTIFICATION TAG	20	Each
77	INST OF LOCAL CONTROL STATION	30	NOS
78	INST-8 SWG GI WIRE FOR EARTHING	100	M
79	INST-CHECKER PLATE FOR COVER TRENC	10	M

Scope of Work/Performa for Quoting Rates for AMC of Electrical Maintenance Jobs after Commissioning			
PART-B			
Contractual Manpower planning for HURL GKP			
Sr. No	Category	Manpower Per day (Qty.)	
		General Shift	A/B/C Shift (with reliver)
<b>A</b>	<b>Common for all Plant</b>		
1	Site Supervisor	1	
<b>B</b>	<b>Ammonia, Urea, CT</b>		
1	Electrician	2	4
2	Helper	2	4
<b>C</b>	<b>CPP, SS-1 &amp; SWITCHYARD</b>		
1	Electrician	1	4
2	Helper	1	4
<b>D</b>	<b>Bagging</b>		
1	Electrician	1	4
2	Helper	1	4
<b>E</b>	<b>DM/IA/PA/ ETP</b>		
1	Electrician	1	4
2	Helper	1	4
<b>F</b>	<b>Electrical Workshop</b>		
1	Electrician	1	0
2	Fitter	1	
3	Helper	2	0

Note: for PART-B MANPOWER SUPPLY Scope of work, GCC & SCC are same as for PART-A & Above indicated manpower can be increased/ decreased as per requirement which is decided by EIC.

**Requisite Qualification/ Experience of Manpower:**

Manpower only be deployed after taking interview from HURL representative:

1. Site In charge -(BE 3+ year/Diploma 7+ years' Experience)
2. Electrician -- (ITI- Electrical 4 +years' Experience)
3. Electrical Helper----- (Unskilled 10<sup>th</sup> Pass & above)



4. HT/LT Switchgear -operator (ITI – Electrical 4+years' Experience)
5. Motor Fitter for HT/LT overhauling & motor bearing replacement---(ITI-Fitter 5+ years' Experience)

RATE CALCULATION OF MANPOWER		ELECTRICAL MANPOWER SUPPLY			
S.NO.	DESCRIPTION	SUPERVISOR	ELECTRICIAN/ FITTER	HELPER	
1	BASIC RATE				
2	SP. ALL.				
3	<b>TOTAL</b>				
4	P.F. 13.00%				
5	ESI/WC INSURANCE 2.5%				
6	BONUS 8.33%				
7	LEAVE RETRENCHMENT 4.82%				
8	SAFETY 2%				
9	DRESS CODE				
10	TOOLS & TACKELS				
11	OVER HEAD EXPENSES 4%				
12	HRA				
13	LOCAL CONVEYANCE				
B	<b>TOTAL RS.</b>				
2	AGENCY CHARGE 10%				
C	<b>GRAND TOTAL RS. PER DAY</b>				
	Total Manpower	1	23	23	<b>47</b>
	per day				<b>Total Costing</b>
	per month				
Above offer considering of total 47 manpower including off reliver.					
1	Applicable GST will be charged extra.				
2	Any notification/wages escalation by Govt./HURL, related to wage, P.F., ESI etc. will be reimbursed at actual by HURL.				

### **AMMONIA ,UREA AND COOLING TOWER PLANT**

**Minimum Electrical job requirement for each working day for carrying out below cleaning and Preventive maintenance jobs.**

- i. Isolation, Reconnection, Rackin/Rack out, Lockout and Tagout on Panels in every shift as per requirement
- ii. Condition Monitoring of Transformers, Switchgears, VFD's, UPS, Chargers and maintaining shift log books.
- iii. Attending Troubleshooting any breakdown.

- iv. Battery Bank Voltage checking, Specific gravity checking in Every shift.
- v. Cleaning of Electrical Panels/Motors and its filters etc.
- vi. Connection and disconnection of Cables in panels and Motors as per requirement.
- vii. Preparation/Installation and removal of Extension boards/Hand lamps/Pedestal Fans etc for services to all department as per requirement.
- viii. Verification and certification of Portable electrical equipment's from other vendors or department.
- ix. Motor temperature monitoring in every shift.
- x. Attending Lighting Problems during Shift Hours.
- xi. Bus Changeovers for Planned or unplanned activities.
- xii. Vermin Proofing checking of Panels.
- xiii. IR checking of Cables/Motors/Transformers Before charging.
- xiv. Monsoon protection checking of all electrical equipment's on weekly basis.
- xv. Earthing integrity checking of all equipment's during LLF rounds on daily basis.
- xvi. Providing Power connections to Temporary Welding Machines and Equipments in field as per requirement.

#### **CPP, SS-1 AND SWITCHYARD**

#### **Minimum Electrical job requirement for each working day for carrying out below cleaning and Preventive maintenance jobs.**

- i. Isolation, Reconnection, Rackin/Rack out, Lockout and Tagout on Panels in every shift as per requirement
- ii. Condition Monitoring of Transformers, Switchgears, VFD's, UPS, Chargers and maintaining shift log books.
- iii. Attending Troubleshooting any breakdown.
- iv. Battery Bank Voltage checking, Specific gravity checking in Every shift.
- v. Cleaning of Electrical Panels/Motors and its filters etc.
- vi. Connection and disconnection of Cables in panels and Motors as per requirement.
- vii. Preparation/Installation and removal of Extension boards/Hand lamps/Pedestal Fans etc for services to all department as per requirement.
- viii. Verification and certification of Portable electrical equipment's from other vendors or department.
- ix. Motor temperature monitoring in every shift.
- x. Attending Lighting Problems during Shift Hours.
- xi. Bus Changeovers for Planned or unplanned activities.
- xii. Vermin Proofing checking of Panels.
- xiii. IR checking of Cables/Motors/Transformers Before charging.
- xiv. Monsoon protection checking of all electrical equipment's on weekly basis.

- xv. Earthing integrity checking of all equipment's during LLF rounds on daily basis.
- xvi. Providing Power connections to Temporary Welding Machines and Equipments in field as per requirement.
- xvii. Operation, Monitoring and Control of GTG/STG/Switchyard and monitoring of all Electrical Parameters of complex through LMS in all Shifts.

### **BAGGING PLANT**

#### **Minimum Electrical job requirement for each working day for carrying out below cleaning and Preventive maintenance jobs.**

- i. Isolation, Reconnection, Rackin/Rack out, Lockout and Tagout on Panels in every shift as per requirement
- ii. Condition Monitoring of Transformers, Switchgears, VFD's, UPS, Chargers and maintaining shift log books.
- iii. Attending Troubleshooting any breakdown.
- iv. Battery Bank Voltage checking, Specific gravity checking in Every shift.
- v. Cleaning of Electrical Panels/Motors and its filters etc.
- vi. Connection and disconnection of Cables in panels and Motors as per requirement.
- vii. Preparation/Installation and removal of Extension boards/Hand lamps/Pedestal Fans etc for services to all department as per requirement.
- viii. Verification and certification of Portable electrical equipment's from other vendors or department.
- ix. Motor temperature monitoring in every shift.
- x. Attending Lighting Problems during Shift Hours.
- xi. Bus Changeovers for Planned or unplanned activities.
- xii. Vermin Proofing checking of Panels.
- xiii. IR checking of Cables/Motors/Transformers Before charging.
- xiv. Monsoon protection checking of all electrical equipment's on weekly basis.
- xv. Earthing integrity checking of all equipment's during LLF rounds on daily basis.
- xvi. Providing Power connections to Temporary Welding Machines and Equipments in field as per requirement.
- xvii. Checking of conveyor belt motors, wagon loader, truck loader. Connection balkanizing machine for conveyor belt jointing.

### **DM/IA/PA/ETP PLANT**

#### **Minimum Electrical job requirement for each working day for carrying out below cleaning and Preventive maintenance jobs.**

- i. Isolation, Reconnection, Rackin/Rack out, Lockout and Tagout on Panels in every shift as per requirement
- ii. Condition Monitoring of Transformers, Switchgears, VFD's, UPS, Chargers and

- maintaining shift log books.
- iii. Attending Troubleshooting any breakdown.
  - iv. Battery Bank Voltage checking, Specific gravity checking in Every shift.
  - v. Cleaning of Electrical Panels/Motors and its filters etc.
  - vi. Connection and disconnection of Cables in panels and Motors as per requirement.
  - vii. Preparation/Installation and removal of Extension boards/Hand lamps/Pedestal Fans etc for services to all department as per requirement.
  - viii. Verification and certification of Portable electrical equipment's from other vendors or department.
  - ix. Motor temperature monitoring in every shift.
  - x. Attending Lighting Problems during Shift Hours.
  - xi. Bus Changeovers for Planned or unplanned activities.
  - xii. Vermin Proofing checking of Panels.
  - xiii. IR checking of Cables/Motors/Transformers Before charging.
  - xiv. Monsoon protection checking of all electrical equipment's on weekly basis.
  - xv. Earthing integrity checking of all equipment's during LLF rounds on daily basis.
  - xvi. Providing Power connections to Temporary Welding Machines and Equipments in field as per requirement.

### **ELECTRICAL WORKSHOP**

#### **Minimum Electrical job requirement for each working day for carrying out below cleaning and Preventive maintenance jobs.**

- i. Isolation, Reconnection, Rack-in/Rack out, Lockout and Tagout on Panels in non-Plant areas as per requirement
- ii. Providing required manpower for housekeeping of all substations and its cable cellars
- iii. Condition Monitoring of Transformers, Switchgears, VFD's, UPS, Chargers in non-Plant areas and maintaining shift log books.
- iv. Attending Troubleshooting any breakdown.
- v. Battery Bank Voltage checking, Specific gravity checking in non-Plant areas
- vi. Cleaning of Electrical Panels/Motors and its filters etc.
- vii. Connection and disconnection of Cables in panels and Motors as per requirement in non-Plant areas.
- viii. Preparation/Installation and removal of Extension boards/Hand lamps/Pedestal Fans etc for service requirement in non-Plant areas as per requirement.
- ix. Verification and certification of Portable electrical equipment's from other vendors or department.
- x. Attending Lighting Problems in non-Plant areas

**HINDUSTAN URVARAK & RASAYAN LIMITED**  
(A JOINT VENTURE OF CIL, NTPC, IOCL, FCIL & HFCL)



**SECTION – V**

***FORMS AND PROCEDURES***  
***(NIT)***

## **INDEX**

Annexure	Description
1	Techno-Commercial Proposal Bid Form
2	Format for Electronic Payment
3	Tender Acceptance Letter & Letter of authorization to submit bid
4	No deviation Certificate
5	Certificate from CEO/MD/ Legally Authorised Signatory
6	Acceptance to Fraud Prevention Policy of HURL
7	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India
8	Format for Declaration of GST
9	Format of Bank Guarantee for Bid Security
10	Format of Performance Bank Guarantee
11	Bank Guarantee Verification Checklist
12	Format for Contract Agreement

**TECHNO-COMMERCIAL PROPOSAL BID FORM**

**(To be Submitted on the Letter Head of Bidder)**

**Bidder's Techno-Commercial Proposal Ref. No.:**

Bidder's Name & Address :

Date:

Person to be contacted :

Designation :

Tel. No(s). :

Mobile No. :

Fax No(s). :

E-mail address:

To

Deputy General Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

Dear Sirs,

- 1.0 Having examined the Bidding Documents including its subsequent amendments and clarifications, if any, issued by Owner, the receipt of which is hereby acknowledged, we the undersigned, offer to complete the work under the above-named Package in full conformity with the said Bidding Documents and hereby furnish our Techno-Commercial Proposal.
- 2.0 We have understood the instructions and the terms & conditions mentioned in the Bidding Documents furnished by you and have thoroughly examined the specifications laid down by you in the Bidding Documents and are fully aware of the nature of consultancy services required.

**Attachments to the Bid form (Techno-Commercial Bid):**

In line with the requirement of the Bidding Documents we enclose herewith the following Attachments to the Bid Form (Techno-commercial) Bid:

Sr. No	Description
1	Power of Attorney as per requirement mentioned in NIT.
2	Signed, Stamped and Scanned copy of proof for payment of Earnest Money Deposit (EMD) / MSE Certificate for exemption.
3	Signed, Stamped and Scanned copy of Certificates like Registration certificate, GST No, PAN No, etc.
4	Signed, Stamped and Scanned copy of Format for Electronics Payment (Enclosed as Annexure-2 to Forms and Procedures i.e., Section V)
5	Signed, Stamped and Scanned copy of Tender Acceptance Letter (Enclosed as Annexure-3 to Forms and Procedures i.e., Section V)
6	Documents as required in accordance with Qualifying Requirements / Pre-Qualification Criteria (PQC) i.e., <u>Clause 6</u> of NIT
7	Signed, Stamped and Scanned copy of No deviation Certificate (Enclosed as Annexure-4 to Forms and Procedures i.e., Section V)
8	Signed, Stamped and Scanned copy of Certificate from CEO/MD/ Legally Authorised Signatory, in the format as enclosed as Annexure-5 to Forms and Procedures i.e., Section VI) to Bidding Document shall be furnished certifying that the data and documents furnished by them in respect of Techno-Commercial Evaluation are true and correct including the contents thereof. However, if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.
9	Acceptance to Fraud Prevention Policy of HURL, for which the bidder has to submit Signed, Stamped and Scanned copy of Form of Acceptance of Fraud Prevention Policy of HURL. (Enclosed as Annexure-6 to Forms and Procedures i.e., Section V).
10	Certificate related to Restrictions on procurement from a Bidder of a country which shares a land border with India” i.e. (Enclosed as Annexure-7 to Forms and Procedures i.e., Section V).
11	Declaration of GST as per Annexure- 8 to Forms and Procedures i.e., Section V
12	Any Other Document asked for in the Bidding Document

### 3.0 COMPLIANCE TO THE PROVISIONS OF THE BIDDING DOCUMENTS

3.1 We have read all the provisions of the Bidding Documents and confirm that notwithstanding anything stated elsewhere in our bid to the contrary, the provisions



of the Bidding Documents, are acceptable to us and we further confirm that we have not taken any deviation to the provisions of the Bidding Documents anywhere in our bid.

We have furnished our compliance to the provisions of the Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata by furnishing “NO DEVIATION CERTIFICATE”.

We hereby confirm that any deviation, variation or additional condition etc. or any mention, contrary to the provisions of Bidding Documents and its subsequent Amendment(s)/Clarification(s)/Addenda/Errata (if any) found anywhere in our bid proposal, implicit or explicit shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which our bid security shall be forfeited.

- 3.2 We further declare that additional conditions, variations, deviations, if any, found in the bid, shall not be given effect to.
- 4.0 We undertake, if our bid is accepted, to commence the work immediately upon your Notification of Award to us.
- 5.0 We agree to abide by this bid for a **period of 180 days** from the date of opening of Techno-Commercial bids as stipulated in the Bidding Documents and it shall remain binding upon us and may be accepted by you at any time before the expiration of that period.
- 6.0 Until a formal Contract Agreement is prepared and executed between us, the bids, together with your written acceptance thereof in the form of your Notification of Award shall constitute a binding contract between us.
- 7.0 We understand that you are not bound to accept our bid or any other bid you may receive.
- 8.0 We, hereby, declare that only the persons or firms interested in this proposal as principals are named here and that no other persons or firms other than those mentioned herein have any interest in this proposal or in the Contract to be entered into, if the award is made on us, that this proposal is made without any connection with any other person, firm or party likewise submitting a proposal, is in all respects for and in good faith, without collusion or fraud.
- 9.0 We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
- 10.0 We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Dated this. \_\_\_\_\_ day of \_\_\_\_\_

Thanking you,

Date : \_\_\_\_\_

Place : \_\_\_\_\_

Yours faithfully,

(authorised signatory Name).

(Designation)

Company Seal

**Format For Electronics Payment**

Bidders are required to submit the following details on the company's letterhead for online transfer of amount to their account:

1.	Contractor Name / Company Name	
	Address:	
	Phone No.	
	E-mail ID	
2. a	Name of the Bank	
b.	Address of the Branch	
c.	Telephone No.	
d.	9 Digit Code number of the Bank and Branch appearing on the MICR Cheque issued by the Bank	
e.	11 Digit NEFT/IFSC Code of the Bank Branch	
f.	Account Type (SB/CC/CA)	
g.	Bank Account No.(as appearing on the Cheque)	
h.	Permanent Account Number (PAN) Under Income Tax Act.	
I	GST Registration Number	
j.	Name of Authorized Signatory	
k.	Contact Person Name	

We hereby declare that the particulars given above are correct and complete

Authorized signatory of the bidder

Name

Designation

Date

**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:

To,

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:  
as per your advertisement, given in the above-mentioned website(s).
2. I / We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. to (including all documents like annexure(s), schedule(s), etc .,), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organization too have also been taken into consideration, while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
6. I / We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract , without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,  
(Signature of the Bidder, with Official Seal)

**DECLARATION FOR “NO DEVIATION”**

**(To be submitted on the Letter Head of the Bidder duly signed by Authorised Signatory)**

1. With reference to our Bid Proposal No. .... dated ..... For ...(Name of Package to be mentioned)....., we hereby confirm that we comply with all terms, conditions and specifications of the Bidding Documents read in conjunction with Amendments(s) / Clarification(s) / Addenda / Errata (if any) issued by the Owner prior to opening of Techno – Commercial Bids and the same has been taken into consideration while making our Techno – Commercial Bid & Financial Bid and we declare that we have not taken any deviation / exceptions in this regard.
  
2. We further confirm that any deviation variation or additional conditions etc. or any mention, contrary to the Bidding Documents and its Amendments(s) / Clarification(s) / Addenda / Errata (if any) as mentioned at 1.0 above found anywhere in our Techno – Commercial Bid and / or Financial Bid, implicit or explicit, shall stand unconditionally withdrawn, without any cost implication whatsoever to the Owner, failing which the Bid Security shall be forfeited.

Yours faithfully,  
(Signature)

Date: Name & Designation.....

Place: Name of the Company.....

(Seal of Company) .....

**PROFORMA OF CERTIFICATE  
(TO BE SUBMITTED BY CEO/MD/ LEGALLY AUTHORISED SIGNATORY OF  
THE BIDDING COMPANY ON COMPANY'S LETTER HEAD IN ORIGINAL)**

Ref. \_\_\_\_\_ : Date:

To

Deputy General Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

Sub:

Bidding Doc. No.

Dear Sir,

I, Mr. .... (CEO of the company / MD of the company/ Authorized Signatory), hereby certify that the data and documents furnished by M/s..... in respect of Techno-Commercial Evaluation are true and correct including the contents thereof.

I further, confirm that if at any point of time the declarations given in bid are found to be incorrect, HURL shall have the full right to terminate the contract and take any action as per provisions of contract including forfeiture of EMD/Security Deposit.

Yours faithfully,  
(Signature)

Date Name & Designation.....  
Place Name of the Company.....  
(Seal of Company) .....

**(FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL)**

**(To be submitted on the Letter Head of the Bidder duly signed by Authorised Signatory)**

Ref. :

Date:

To

Deputy General Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

Sub: **FORM OF ACCEPTANCE OF FRAUD PREVENTION POLICY OF HURL**

Bidding Doc. No.

We have read the contents of the Fraud Prevention Policy of HURL displayed on its website <http://www.hurl.net.in> and undertake that we shall strictly abide by the provisions of the said Fraud Prevention Policy of HURL.

-----  
Date : (Signature of Authorized Signatory) .....

Place : (Printed Name) .....

(Designation).....

(Company Seal) .....

**Model Certificate For Tenders For Works involving possibility of sub-contracting**

**(TO BE SUBMITTED BY AUTHORISED SIGNATORY OF THE BIDDING  
COMPANY ON BIDDERS LETTER HEAD IN ORIGINAL)**

**Bid Ref No. : .....**

Bidder's Name and Address:

To,

Deputy General Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

**Dear Sir,**

We have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries as per the guidelines dated 23.07.2020 & 24.07.2020 issued by Department of Expenditure (DOE), Ministry of Finance; We hereby certify that we/our collaborator/ JV partner/ Consortium member/ Assignee is not from such a country and are eligible to be considered. We further certify that we will not sub-contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. We hereby certify that we fulfill all the requirements in this regard.

Yours faithfully,

(Signature)

Date  
Place

Name & Designation.....  
Name of the Company.....  
(Seal of Company) .....

Note: - Bidders not furnishing this aforesaid declaration shall be considered to be from such Countries.



**DECLARATION REGARDING GST  
(To be given on Company Letter Head)**

Date:

To,

Sub: Declaration Regarding GST

Tender Reference No:

Name of Tender / Work: -

Dear Sir,

We hereby submit following declaration with respect to the applicability of GST.

☐ GST (Goods and Service Tax) on transportation activity being under reverse charge mechanism (RCM) shall be deposited by HURL.

☐ GST shall be Charged by the bidder @ \_\_\_\_\_% will be reimbursed by HURL.

*(Please tick in the applicable Box for GST)*

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Note: -

If the bidder quotes Zero “0” in the Applicable GST rate in the declaration OR doesn’t submit the declaration then the GST amount would be deemed to be included in the per unit rate quoted by the bidder in the BOQ.

**Bid Security Form**

**Bank Guarantee**

(To be stamped in accordance with Stamp Act,  
if any, of the Country of the issuing Bank)

Bank Guarantee No...

Date...

To:

Deputy General Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

Dear Sirs,

In accordance with Invitation for Bids under your Bid Document No....., M/s ..... having its Registered / Head Office at.....(hereinafter called the 'Bidder' ) wish to participate in the said bid for [Name of Package] ...

As an irrevocable bank guarantee against Bid Security for an amount of ... ..  
(\*) . valid for..... days from ..(\*\*).... required to be submitted by the Bidder as a condition precedent for participation in the said bid which amount is liable to be forfeited on the happening of any contingencies mentioned in the Bidding Documents.

We, the ... [Name & address of the Bank] ...having our Head Office at ... (#) ...  
guarantee and undertake to pay immediately on demand by..... [Name of the Owner] (hereinafter called the Owner)... the amount of ..(\*) .....without any reservation, protest, demand and recourse. Any such demand made by the 'Owner' shall be conclusive and binding on us irrespective of any dispute or difference raised by the Bidder.

This Guarantee shall be irrevocable and shall remain valid upto ... .(@).....  
If any further extension of this guarantee is required, the same shall be extended to such required period (not exceeding one year) on receiving instructions from M/s [Bidder's Name] ... on whose behalf this guarantee is issued.

Notwithstanding anything contained herein:

1. Our liability under this bank guarantee shall not exceed [Bid security amount]

2. This bank guarantee shall be valid up to [expiry date]

3. We are liable to pay the guaranteed amount or any part under this bank guarantee only and only if you serve upon us a written claim or demand on or before [claim expiry date of guarantee]”.

In witness where of the Bank, through its authorised officer, has set its hand and stamp on this.....day of.....at.....

(Signature)  
(Name)  
(Designation with Bank Stamp)

Authorized Vide Power of Attorney No...

Date...

NOTE:

1. (\*) The amount shall be as specified in the Bid Data Sheets.  
(\*\*) This shall be the date of opening of Techno-commercial bids.  
(#) Complete mailing address of the Head Office of the Bank to be given.  
(@) This date shall be forty-five (45) days after the last date of bid validity.
2. The Bank Guarantee shall be from a Bank as per relevant provisions of ITC clause of the Bidding Documents.
3. The Stamp Paper of appropriate value shall be purchased in the name of Bidder/Bank issuing the Guarantee.
4. While getting the Bank Guarantee issued, Bidders are required to ensure compliance to the points mentioned in relevant Form of Bank Guarantee Verification Check List enclosed in Section-VII of bidding document. Further, Bidders are required to fill up this Form and enclose the same with the Bank Guarantee.
5. HURL Bank details required for the purpose of issuance of Bank Guarantee are

Bank: SBI  
Current account no 36245010741,  
IFSC Code- SBIN0004803.

**Performance Security Form**

(To be stamped in accordance with Stamp Act if any, of the Country of the Issuing Bank)

Bank Guarantee No.....

Date.....

To,

Deputy General Manager (C&M)  
Hindustan Urvarak & Rasayan Limited,  
(A JV of CIL, NTPC, IOCL, FCIL & HFCL)  
Admin Building, HURL Campus,  
PO-HURL Fertilizer Plant,  
Gorakhpur-273007

Dear Sirs,

In consideration of the .....[*Owner's Name*]..... (hereinafter referred to as the 'Owner' which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators and assigns) having awarded to M/s .....[*Bidder's Name*]..... with its Registered /Head Office at ..... (hereinafter referred to as the 'Bidder', which expression shall unless repugnant to the context or meaning thereof, include its successors administrators, executors and assigns), a Contract by issue of Owner's Notification of Award No. .... dated..... and the same having been unequivocally accepted by the Bidder, resulting into a Contract bearing No..... dated ..... valued at ..... for ..... and the Bidder having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to .....(\*).....% ( ..... percent) of the said value of the Contract to the Owner.

We .....[*Name & Address of the Bank*].....having its Head Office at.....(hereinafter referred to as the 'Bank', which expression shall, unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns) do hereby guarantee and undertake to pay the Owner, on demand any and all monies payable by the Bidder to the extent of .....(\*)..... as aforesaid at any time upto .....(@)..... [*days/month/year*] without any demur, reservation, contest, recourse or protest and/or without any reference to the Bidder. Any such demand made by the Owner on the Bank shall be conclusive and binding notwithstanding any difference between the Owner and the Bidder or any dispute pending before any Court, Tribunal, Arbitrator or any other authority. The Bank undertakes not to revoke this guarantee during its currency without previous consent of the Owner and further agrees that the guarantee herein contained shall be enforceable till ninety (90) days after expiry of its validity.

The Owner shall have the fullest liberty, without affecting in any way the liability of the Bank under this guarantee, from time to time to extend the time for performance of the

Contract by the Bidder. The Owner shall have the fullest liberty, without affecting this guarantee, to postpone from time to time the exercise of any powers vested in them or of any right which they might have against the Bidder, and to exercise the same at any time in any manner, and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between the Owner and the Bidder or any other course or remedy or security available to the Owner. The Bank shall not be released of its obligations under these presents by any exercise by the Owner of its liberty with reference to the matters aforesaid or any of them or by reason of any other act or forbearance or other acts of omission or commission on the part of the Owner or any other indulgence shown by the Owner or by any other matter or thing whatsoever which under law would, but for this provision, have the effect of relieving the Bank.

The Bank also agrees that the Owner at its option shall be entitled to enforce this Guarantee against the Bank as a principal debtor, in the first instance without proceeding against the Bidder and notwithstanding any security or other guarantee that the Owner may have in relation to the Bidder's liabilities.

Notwithstanding anything contained hereinabove our liability under this guarantee is restricted to .....(\*)..... and it shall remain in force upto and including .....(@)..... and shall be extended from time to time for such period (not exceeding one year), as may be desired by M/s .....[Bidder's Name]..... on whose behalf this guarantee has been given.

Dated this .....day of.....20..... at.....

**WITNESS :**

..... (Signature)	(Signature).....
..... (Name)	(Name).....
..... (Official Address)	..... (Designation with Bank Stamp)
	Attorney as per Power of Attorney No..... Dated.....

**Notes :** 1. (\*) This sum shall be ten percent (10%) of the Contract Price.

(@) This date will be ninety (90) days beyond the completion date for consultancy work as specified in the Contract.

2.The stamp papers of appropriate value shall be purchased in the name of guarantee issuing Bank.

3.While getting the Bank Guarantee issued, the Bidder is required to ensure compliance to the points mentioned in relevant Form of Bank Guarantee Verification Check List. Further, the Bidder is required to fill up this Form and enclose the same with the Bank Guarantee.

4.The Bank Guarantee shall be from any Scheduled / Commercial Bank recognised by Reserve Bank of India.

**BANK GUARANTEE VERIFICATION CHECKLIST**

1. Bank Guarantee No.
2. Issuing Bank
3. Amount of BG
4. Nature of BG & No. Pages
5. Validity of BG
6. Package Description
7. Party & Contracts Ref.
8. Bank Reference

**CHECK LIST**

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<b>S.No.</b>	<b>Details of Checks</b>
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	<b>Yes/No</b>
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a)	Is the BG on non-judicial stamp paper of appropriate value, as per Stamp Act?
b)	Whether date, purpose of purchase of stamp paper and name of the purchaser are indicated on the back of stamp paper under the Signature of Stamp vendor? (The date of purchase of stamp paper should be not later than the date of execution of BG and the stamp paper should be purchased either in the name of the executing Bank or the Bidder on whose behalf the BG has been issued).
c)	In case the BGs from Banks abroad, has the BG been executed on Letter Head of the Bank, whether adhesive Stamp of appropriate value has been affixed thereon.
d)	Has the executing Officer of BG indicated his name, designation and Power of Attorney No. / Signing Power No. etc. on the BG?
e)	Is each page of BG duly signed/initiated by executant and whether stamp of Bank is affixed thereon? Whether the last page is signed with full particulars including two witness under seal of Bank as required in the prescribed proforma?

- f) Does the Bank Guarantees compare verbatim with the Proforma prescribed in the Bid Documents?
- g) In case of any changes in contents of text, whether changes are of minor/clerical nature (which in no way limits the right of HURL in any manner)?
- h) In case of deviations in text of BG, which materially affect the right of Owner, whether the changes have been agreed based on the opinion by Legal Department or BG is considered acceptable on the basis of opinion of Law Department already available on the similar issue.
- i) Are the factual details such as Bid Document No./Specification No. / NOA / LOA / Contract No., Contract Price, Percentage of Advance, Amount of BG and Validity of BG correctly mentioned in the BG?
- j) Whether overwriting / cutting if any on the BG have been properly authenticated under signature & seal of executant?
- k) Whether the BG has been issued by a Bank in line with the provisions of Bidding / Contract Documents?
- l) In case BG has been issued by a Bank other than Scheduled / Commercial Bank recognised by Reserve Bank of India, is the BG confirmed by a Bank in India acceptable as per Bidding / Contract Documents?

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 Date : Signature.....  
 Place :



Printed Name of Authorized Person having Power of

Attorney.....

(Designation) .....

(Common Seal) .....

**Note :** The Bidder is required to fill up this form and enclose along with the Bank Guarantee.

## FORMAT OF CONTRACT AGREEMENT

(To be executed on non-judicial stamp paper of appropriate value)

THIS CONTRACT AGREEMENT is made the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_..

BETWEEN

(1) *[Name of Owner]*, a corporation incorporated under the laws of *[country of Owner]* and having its principal place of business at *[address of Owner]* (hereinafter called “the Owner”), and (2) *[name of Contractor]*, a corporation incorporated under the laws of *[country of Contractor]* and having its principal place of business at *[address of Contractor]* (hereinafter called “the Contractor”)

WHEREAS the Owner desires to engage the Contractor to .....*[scope of work]*..... and the Contractor have agreed to such engagement upon and subject to the terms and conditions hereinafter appearing.

NOW IT IS HEREBY AGREED as follows:

### ARTICLE 1. CONTRACT DOCUMENTS

1.1 The following documents shall constitute the Contract between the Owner and the Contractor,  
and each shall be read and construed as an integral part of the Contract:

- a) This Contract Agreement and the Appendices hereto
- b) Letter of Award .. Ref. No
- c) Amendment to the NIT document.
- d) Instruction to Bidders
- e) Special Conditions of Contract
- f) General Conditions of Contract
- g) Technical Specifications and Drawings
- (f)The Bid and Price Schedules submitted by the Bidder

#### 1.2 Order of Precedence

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1(Contract Documents) above.

#### 1.3 Definitions

Capitalized words and phrases used herein shall have the same meanings as are ascribed to them in the General Conditions of Contract.

## **ARTICLE 2. CONTRACT PRICE AND PAYMENT TERMS**

### **2.1 Contract Price**

The Owner hereby agrees to pay to the Contractor the Contract Price in consideration of the performance by the Contractor of its obligations hereunder. The Contract Price shall be the aggregate of: *[amount of foreign currency in words]*, *[amount in figures]*, and *[amount of local currency in words]*, *[amount in figures]*, or such other sums as may be determined in accordance with the terms and conditions of the Contract.

### **2.2 Payment Terms**

Payment shall be made by the Owner to the Contractor as per the provisions of Bidding Documents.

## **ARTICLE 3. EFFECTIVE DATE FOR DETERMINING TIME FOR COMPLETION**

The Completion period of the Project shall be determined from the date of Letter of Award.

## **ARTICLE 4. NON-ASSIGNABILITY**

The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

## **ARTICLE 5. GOVERNMENT OF INDIA NOT LIABLE**

It is expressly understood and agreed by and between the Contractor and the Owner that the Owner is entering into this Agreement solely on its own behalf and not on behalf of any other person or entity. In particular it is expressly understood and agreed that the Government of India is not a party to this Agreement and has no liabilities, obligations or rights hereunder. It is expressly understood and agreed that the Owner is an Independent legal entity with power and authority to enter into contracts solely on its own behalf under the applicable laws of India and the general principles of Contract Law. The Contractor expressly agrees, acknowledges and understands that the Owner is not an Agent, Representative or Delegate of the Govt. of India. It is Further understood and agreed that the Government of India is not and shall not be liable for any acts, omissions, commissions, breaches or other wrongs arising out of the Contract. Accordingly, the Contractor expressly waives, releases and foregoes any and all actions or claims, including cross claims, impleader claims or counter claims against the Government of India arising out of this Contract and covenants not to sue the Government of India in any manner, claim, cause of action or thing whatsoever arising of or under this Contract.

## **ARTICLE 6. Appendices**

The Appendices listed in the attached list of Appendices shall be deemed to form an integral part of this Contract Agreement.

Reference in the Contract to any Appendix shall mean the Appendices attached hereto, and the Contract shall be read and construed accordingly.

#### **ARTICLE 7. NO LIABILITY ON DIRECTOR AND EMPLOYEE**

No Director, employee, consultant or agent of the OWNER or other person representing the OWNER or acting on behalf of the OWNER in or pursuant to the Contract or in the discharge of any obligation to the OWNER under the Contract or otherwise in relation to the Contract shall have any personal liability to the CONTRACTOR or any Sub-Contractor, agent, representative, director or employee of the CONTRACTOR or to any other person acting for or on behalf of the CONTRACTOR and the CONTRACTOR on its own behalf and on behalf of its Sub Contractors, directors, employees, agents and representatives hereby waives and disclaims any and all right of action which it or they may have whether under tort or Contract or otherwise against the OWNER or any director, employee, agent, consultant or representative of the OWNER for act of omission or commission done or omitted to be done.

#### **ARTICLE 8. WAIVER**

No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the CONTRACT or any obligation or liability of the CONTRACTOR in terms thereof, shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be, by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

#### **ARTICLE 9. LANGUAGE OF CONTRACT AND COMMUNICATION**

The language of the Contract shall be English and all communications, drawings, design, data, information, codes specifications and other document whatsoever supporting the bid or otherwise exchanged under the Contract shall be in English. In the event that any technical documentation is in any language other than English, the document should be translated and presented to the OWNER/Project Manager in English and English document/translated document shall be regarded as the only authentic document.

IN WITNESS WHEREOF the Owner and the Bidder have caused this Agreement to be duly executed by their duly authorized representatives the day and year first above written.

Signed by for and on behalf of the Owner

[Signature]

[Title]

in the presence of

Signed by for and on behalf of the Bidder

[Signature]

[Title]

in the presence of \_\_\_\_\_

# CONTRACT AGREEMENT

dated the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

BETWEEN

["the Owner"]

and

["the Bidder"]